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ABSTRACT

The collective bargaining agreement between The State of New York and United University Professions, an affiliate of the American Federation of Teachers, for 1985 to 1988 is presented. Items covered in the agreement include: unit recognition, grievance procedure, arbitration procedure, grievance appeals, labor-management meetings, academic freedom, no discrimination, employee organization leave for union activities, college meeting space, bulletin boards and mail distribution, payroll deduction, Board of Trustees' meetings, teacher discipline, travel allowances, vacation and holiday leave, sick and disability leave, sabbatical leave, compensation for department chairpersons, jury service, national and state professional meetings, medical assistance, clinical practice, appointment, evaluation and promotion, personnel files, notice of nonrenewal, job security review procedures, transfer rights, retrenchment, program for tuition assistance, retirement income, health insurance, professional development committee, safety and health committee, promotion and compensation committee, management rights. (SW)

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AGREEMENT BETWEEN THE STATE OF NEW YORK AND UNITED UNIVERSITY PROFESSIONS

1985-1988

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STATE UNIVERSITY PROFESSIONAL SERVICES NEGOTIATING UNIT AGREEMENT

Agreement made by and between the Executive Branch of the State of New York ("State") and United University Professions ("UUP").

ARTICLE 1

Recognition

§ 1.1 The State, pursuant to the certification of the Public Employment Relations Board, recognizes UUP as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in positions in the State University Professional Services Negotiating Unit.

ARTICLE 2

Unchallenged Representation

§ 2.1 The State and UUP agree, pursuant to Section 208 of the Civil Service Law, that UUP shall have unchallenged representation status for the maximum period permitted by law.

ARTICLE 3

Exclusive Negotiations

§ 3.1 The State will not negotiate under the Public Employees' Fair Employment Act with any other employee organization concerning the terms and conditions of employment of employees in the State University Professional Services Negotiating Unit.

ARTICLE 4

Definitions

§ 4.1 For purposes of this Agreement the following terms shall be defined as provided by this Article.

a. "State" shall mean the Executive Branch of the State of New York.

b. "University" shall mean the State University of New York.

c. "College" shall mean a State-operated institution of State University of New York. The central office of the University shall be deemed a "College."

d. "College President" shall mean the chief administrative officer of a College whether called a president, dean, provost, director or otherwise.

e. "Employee" shall mean a person serving in a position in the State University Professional Services Negotiating Unit.

f. "Academic employee" shall mean an employee serving in a position of academic rank or qualified academic rank.

g. "Professional" or "professional employee" shall mean an employee other than an academic employee.

h. "Professional staff" shall mean all persons occupying positions designated by the Chancellor as being in the unclassified service.

i. "Policies" shall mean the Policies of the Board of Trustees of the University.

j. "Designee," for the purpose of processing grievances at Step 1 of the Grievance Procedure contained in Article 7 of this Agreement, shall mean a person serving in a management position in the University.

ARTICLE 5

Policies

§ 5.1 In the event of any inconsistency or conflict between provisions of this Agreement and the Policies or College by-laws, the provisions of this Agreement shall apply.

ARTICLE 6

Benefits Preserved

§ 6.1 With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to UUP, and when appropriate, without negotiations with UUP. Negotiations as used in this Section shall not be deemed a reopener to which Section 209 of the Civil Service Law shall be applicable.

ARTICLE 7

Grievance Procedure

§ 7.1 Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances. The orderly process hereinafter set forth shall be the sole method for the resolution of grievances.

§ 7.2 Definition

a. A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement; provided,

however, that with respect to matters involving appointment, evaluation and promotion of employees a grievance shall be deemed to mean a claimed failure by the State to follow the procedural steps relating to appointment, evaluation and promotion of employees contained in the Policies of the Board of Trustees in Article XI, Title A, § 1; Article XI, Title D, § 5; Article XII, Title A, § 3; Article XII, Title B, § 1; and Article XII, Title C, § 3 and § 4.

b. A claim of unjust discipline shall be processed in accordance with Article 19, Discipline, of this Agreement and shall not be subject to the grievance procedure contained in this Article. However, a claim that the procedures of Article 19, Discipline, have been violated shall be processed in accordance with the grievance procedure contained in this Article. Such claim may be filed initially at Step 2. Where it is determined that the procedures of Article 19, Discipline, have been violated and where a College President, or designee, elects to proceed with disciplinary action, such action must be initiated within 10 working days from the date of receipt of the determination.

§ 7.3 Requirements for Filing Grievances

a. A grievance must be submitted in writing on forms to be provided by the State.

b. Each grievance shall identify the specific term or provision of the Agreement claimed to have been violated and shall contain a short, plain statement of the grievance, the facts surrounding it and the remedy sought.

c. No grievance shall be reviewed unless all of the information required by the grievance form or otherwise required by grievance steps of this Article has been provided.

§ 7.4 Representation

a. UUP shall have the exclusive right to represent any employee, upon the employee's request, at any step of this grievance procedure; provided, however, that individual employees may, upon notice to UUP, initiate and represent themselves in processing their own individual grievances at Steps 1 and 2; provided further, however, no resolution of an individually processed grievance shall be inconsistent with this Agreement and for this purpose UUP shall receive prior notice and a reasonable opportunity to be heard on the resolution of any grievance so processed at Steps 1 and 2.

b. UUP shall have the right, but not the obligation, to initiate at Step 2 a grievance which directly involves employees at more than one campus.

§ 7.5 Procedures for Processing Grievances and Grievance Appeals

a. Step 1. A grievance shall be filed by an employee, or UUP upon an employee's request, with the College President, or designee, within 45 calendar days following the act or omission giving rise thereto, or within 45 calendar days of the date on which the employee first knew or reasonably should have known of such act or omission if that date is later. Where practicable, the grievant may be required to meet with the department or division chairperson, Dean or other appropriate administrator with a representative of the employee's choice in an effort to resolve the grievance informally. The College President, or designee, shall schedule a meeting within 10 calendar days after receipt of the grievance and shall issue a written response to the grievant and UUP within 10 working days after the meeting.

b. Step 2.

1. If the response at Step 1 does not resolve the grievance, the grievant, or UUP upon grievant's request, may appeal the Step 1 response by filing an appeal with the Chancellor, or designee, within 10 working days after receipt of the Step 1 response. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, a copy of the Step 1 response and a short, plain statement of the reasons for disagreement with the Step 1 response. The Chancellor, or designee, shall issue a written response to the grievant and UUP within 20 working days after receipt of the appeal, unless the appeal to Step 2 contains a request for a meeting with the Chancellor, or designee. If such meeting has been requested, the chancellor, or designee, shall schedule a meeting with the grievant within 10 calendar days after receipt of the appeal. UUP may accompany and represent the grievant, at grievant's request, at such meeting. The Step 2 response shall be issued within 20 working days after the meeting.

2. A grievance involving a claim that the procedures of Article 19, Discipline, have been violated may be filed initially at Step 2 by the grievant, or UUP upon grievant's request. Such grievance shall meet the requirements specified in Section 7.3, Requirements for Filing Grievances, of this Article. Such grievances shall be filed within 45 calendar days following the act or omission giving rise thereto, or within 45 calendar days of the date on which the employee first knew or reasonably should have known of such act or omission if that date is later. The Chancellor, or designee, shall schedule a review with the grievant within 10 calendar days after receipt of the grievance and shall issue a written response within 20 working days after the meeting.

3. A grievance involving employees at more than one College may be filed by UUP initially at Step 2. In such case, UUP shall be deemed to be the grievant. Such grievance shall meet the requirements specified in Section 7.3., Requirements for Filing Grievances, of this Article. The time limit for filing such grievance shall be as specified in Step 1. The Chancellor, or designee, shall issue a written response to UUP within 20 working days after receipt of the grievance unless the grievance contains a request for a meeting with the Chancellor, or designee. If such meeting has been requested by UUP, the Chancellor, or designee, shall schedule a meeting with UUP within 10 calendar days after receipt of the grievance and shall issue a response within 20 working days after completion of the meeting.

c. Step 3. If the response at Step 2 does not resolve the grievance, UUP, upon grievant's request, through its President, or designee, may appeal the Step 2 response by filing an appeal with the Director of Employee Relations, or designee, within 10 working days after receipt of the Step 2 response. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, or Step 2, in the case of grievances filed initially at Step 2, all prior responses and appeals, and a short, plain statement of the reasons for disagreement with the Step 2 response. A notice that the appeal has been taken shall be filed simultaneously with the College President or designee. The Director of Employee Relations, or designee, shall issue a written response to the grievant and UUP within 20 working days after receipt of the Step 3 appeal.

d. Step 4. 1. If the response at Step 3 does not resolve the grievance, UUP, upon grievant's request, through its President, or designee, may proceed to arbitration by filing with the Director of Employee Relations, within 10 working days after receipt of the Step 3 response, written notice of intent to proceed to arbitration.

2. Notices of intent to proceed to arbitration must include a proposed statement of the issue to be decided.

§ 7.6 Procedures Applicable to Grievance Steps

a. Step 1 shall be informal but the grievant, and the grievant's representative upon grievant's request, shall meet with the College President, or designee, for the purpose of discussing the grievance.

b. Steps 2 and 3 are intended primarily to be reviews of the existing grievance file; however, additional evidence may be submitted. If a meeting at Step 2 has not been requested or if a meeting at Step 3 has not been scheduled, any additional evidence at such Steps must be submitted in writing. If meetings at Steps 2 and 3 have been scheduled, any additional evidence may be submitted at such meetings in writing or by means of testimony. Presence of grievants at such meetings may be waived by mutual agreement of the parties.

c. Notwithstanding any other provision of this Article, neither the grievant nor UUP, as grievant's representative, shall be permitted to allege violations other than those specified in writing in the grievance filed at Step 1 or initially filed at Step 2.

d. A grievance may be withdrawn at any time by the grievant, or UUP as grievant's representative.

§ 7.7 Procedures Applicable to Arbitration

a. Selection of Arbitrators

The State and UUP shall jointly agree as soon as feasible after the execution of this Agreement on a panel of at least ten (10) contract arbitrators. Each member of the panel shall be assigned a number in rotation and shall be appointed in the order established after assignment of such numbers. The State agrees to take the necessary steps to administer the panel including, but not limited to identifying arbitrators' availability, notifying them of their appointment and assisting in arranging for hearing rooms.

b. Authority of the Arbitrator

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement or the procedural steps of the Policies specified in Section 7.2, Definition, of this Article. The arbitrator shall confine the decision and award solely to the application and/or interpretation of this Agreement or whether such procedural steps of the Policies have been followed. Where provisions of this Agreement or the procedural steps of the Policies referred to in this paragraph call for the exercise of judgment, the arbitrator shall not substitute his/her judgment for that of the official making such judgment, but shall be confined to a determination as to whether this Agreement or such procedural steps of the Policies have been followed. If the arbitrator determines that this Agreement or the procedural steps of the Policies referred to in this paragraph have not been followed, the arbitrator may fashion an appropriate remedy. In matters involving appointment or reappointment, if the arbitrator determines that the failure to follow this Agreement or the procedural steps of the Policies referred to in this paragraph has been significant, the remedy may

provide for an appointment not to exceed one year. The arbitrator shall not have the authority to grant a continuing or permanent appointment. Under Article XI of the Policies continuing or permanent appointment may be granted only by the State University Chancellor.

2. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue.

c. Arbitrability

1. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall determine initially whether the issue in dispute is arbitrable under the express terms of this Agreement. At the request of either party, such determination shall be made by a written decision and award. Once the arbitrator has determined that the issue is arbitrable in accordance with provisions of this subdivision, the arbitrator shall proceed to determine the merits of the issue.

d. Time and Place of Meeting

1. The arbitrator shall hold the hearing in Albany, unless otherwise agreed to by the parties, within 15 working days of the acceptance of the arbitrator's selection or as soon thereafter as is practicable. Two consecutive hearing days shall be scheduled, where practicable. The arbitrator shall issue a decision and award upon an issue within 30 calendar days of the hearing, unless additional time is agreed to by the parties.

e. Effect of Decision and Award

1. The decision and award of the arbitrator shall be final and binding upon the State, UUP and the grievant to the extent permitted by provisions of this Agreement and applicable law.

f. Fees and Expenses

1. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall be responsible for the cost of preparing and presenting its own case.

§ 7.8 Miscellaneous Provisions

a. Time Limits

1. All of the time limits contained in this Article may be extended by mutual agreement of the parties. Extensions shall be confirmed in writing by the party requesting the extension. Upon failure of the State or its representatives to provide a response within the time limits provided in this Article, the grievant, or UUP as the grievant's representative, may appeal to the next Step. Upon failure of the grievant, or UUP as grievant's representative, to file a grievance or grievance appeal within the time limits provided in this Article, the grievance shall be deemed to have been withdrawn.

b. Mailing

1. All grievances, grievance appeals and responses shall be transmitted by certified or registered mail, return receipt requested or by personal service on the grievant or his or her representative or on the individual responsible for conducting the review. Upon personal service the recipient of such documents, upon request, shall acknowledge, in writing, the receipt thereof. Proof of personal service shall specify the person who was served and the date, place and manner of service.

2. All time limits set forth in this Article shall be measured from the date of receipt. Where service is by registered or certified mail, the date of receipt shall be that date appearing on the return receipt, provided, however, that the time limits for the

submission of a grievance or the filing of an appeal or demand for arbitration or issuance of a step response shall be determined from the date of personal service or mailing by certified or registered mail, return receipt requested, as evidenced by the official postmark appearing on the receipt for certified or registered mail.

c. Precedent

1. Grievances resolved at either Steps 1, 2, or 3 shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the Director of Employee Relations and UUP, acting through its President.

d. Retroactivity

1. A settlement of, or an arbitrator's decision and award upon, a grievance may or may not be retroactive as the equities of each case may demand, but in no case shall such resolution be retroactive to a date earlier than 45 calendar days prior to the date the grievance was first filed.

e. "Working days" as used in this Article shall mean Monday through Friday, excluding holidays.

§ 7.9 Applicability

a. This Article shall not apply to any matter which relates to College by-laws, policies, operating procedures, or any other form of guideline by whatsoever name, whether pertaining to a unit, department, division, school or any other level of organization of a College and whether appearing in a College handbook or any other document, which are developed by professional staff at a College for the conduct of the affairs of the College or its sublevels of organization.

ARTICLE 8

Labor-Management Meetings

§ 8.1 The purpose of this Article shall be to provide a forum to discuss, consider and attempt to resolve, where appropriate and consistent with the terms of this Agreement, matters of interest to either or both parties identified below.

§ 8.2 Representatives of the Governor's Office of Employee Relations shall meet with UUP representatives at mutually agreed upon times to discuss matters of interest raised by either party. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

§ 8.3 The Chancellor, or designee, shall meet with UUP representatives twice each semester for the purpose of discussing matters of interest raised by either party, including those matters necessary to the implementation and administration of this Agreement which are University-wide in nature. A written agenda shall be submitted by UUP to the Chancellor no less than five days before the scheduled date of the meeting. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda. Nothing contained herein shall prevent the Chancellor, or designee, and UUP representatives from meeting on a less frequent basis upon mutual agreement.

§ 8.4 A College President, or designee, shall meet with local UUP representatives once each month to discuss matters of interest raised by either party, including those matters necessary to the implementation and administration of this Agreement which are local in nature. A written agenda shall be submitted

by UUP to the College President no less than five days before the scheduled date of the meeting. At the discretion of the College President, additional matters for discussion may be placed on the agenda with a minimum of two working days' notice to the local UUP. Nothing contained herein shall prevent the College President, or designee, and local UUP representatives from meeting on a less frequent basis upon mutual agreement.

§ 8.5 In addition to the meetings specified in Section 8.3 and Section 8.4, UUP and the Chancellor, or designee, or UUP and the College President, or designee, may meet at mutually agreed upon times other than those set forth above if matters of immediate interest to either party arise. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

ARTICLE 9

Academic Freedom

§ 9.1 It is the policy of the University to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom faculty members may, without limitation, discuss their own subject in the classroom; they may not, however, claim as their right the privilege of discussing in their classroom controversial matter which has no relation to their subject.

§ 9.2 The principle of academic freedom shall be accompanied by a corresponding principle of responsibility.

§ 9.3 In their role as citizens, employees have the same freedoms as other citizens. However, in their extramural utterances employees have an obligation to indicate that they are not institutional spokespersons.

ARTICLE 10

No Discrimination

§ 10.1 The State agrees to continue its established policy prohibiting all forms of illegal discrimination, including but not limited to discrimination with regard to race, creed, color, religion, national origin, sex, age, disability or marital status.

§ 10.2 UUP agrees to continue its established policy prohibiting discrimination on the basis of sexual orientation and all forms of illegal discrimination, including but not limited to discrimination with regard to race, creed, color, religion, national origin, sex, age, disability, marital status.

§ 10.3 Neither the State nor UUP shall deliberately discriminate against an employee as a result of the proper exercise of the employee's rights guaranteed by the Public Employees' Fair Employment Act.

§ 10.4 Claims of illegal discrimination under Sections 10.1 and 10.2 shall, at the election of the employee, be subject to review in accordance with State and Federal procedures established for such purpose, but shall not be subject to review under provisions of Article 7, Grievance Procedure, of this Agreement. At the election of the employee, the SUNY grievance procedure for review of allegations of discrimination under Section 10.1 shall continue to

be available to employees in the State University Professional Services Negotiating Unit. Use of that procedure shall not deny an employee access to State and Federal procedures which exist for the purpose of reviewing alleged illegal discrimination. An employee availing him or herself of this SUNY grievance procedure for review of allegations of discrimination may, at the employee's request, elect to be represented by UUP.

§ 10.5 Claims of illegal discrimination under Section 10.3 shall be subject to review under either provisions of Article 7, Grievance Procedure, of this Agreement, or provisions of the Public Employees' Fair Employment Act at the election of the employee, but in no event shall the employee be permitted to elect review in both forums.

§ 10.6 A joint State-UUP Affirmative Action Committee shall be established consisting of four members appointed by the State and four members appointed by UUP to review and develop recommendations on matters of mutual interest in the areas of equal employment and affirmative action concerning minorities, women, persons with disabilities and Vietnam era veterans.

a. The State shall prepare, secure introduction and recommend passage of legislation in the amount of $50,000 for each year of this Agreement for expenditure in accordance with the above-stated purposes. The unexpended portion of each year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

b. The Affirmative Action Committee will make recommendations to the Director of the Governor's Office of Employee Relations and the President of

United University Professions concerning the matters enumerated above.

c. Recommendations made by the Committee will not be binding on either the State or UUP, although they may form the basis for future negotiations and/or such agreements as the parties may enter into.

d. For those agreements as the parties may agree to with respect to the matters enumerated above, there will be made available $150,000 in each of the second and third years of the Professional Development and Quality of Working Life funds and $50,000 in each of the second and third years of the Continuity of Employment funds, in accordance with Article 42.2.c and Article 35.9.d, respectively, to support such agreements.

ARTICLE 11

Employee Organization Leave

§ 11.1 UUP Meetings

a. Delegate Assembly — UUP delegates, State employee members of its Executive Board, the Parliamentarian, and chairpersons of its standing committees required by UUP's constitution and by-laws to attend meetings of the Delegate Assembly shall be granted up to three days of employee organization leave per Agreement year, including travel time, for attendance at delegate meetings. Under special circumstances and upon advance request, additional employee organization leave for additional delegate meetings may be granted by the Director of Employee Relations.

b. Executive Board — Each State employee member of UUP's Executive Board and the Parliamentarian shall be granted up to eight days of employee organization leave per Agreement year, including travel time, for attendance at Executive Board meetings. An employee who succeeds a member of such Board or succeeds as the Parliamentarian shall be granted the balance of employee organization leave available to such member or the Parliamentarian for the Agreement year for attendance at Board meetings.

c. Standing Committees — There shall be available a total of 284 employee organization leave days per contract year for use by State employee members of UUP's Standing Committees on Negotiations, Grievance, Legislation, Membership, Finance, Elections and Credentials, Affirmative Action, and Part-time Concerns.

d. Ad Hoc Committees — In each year of this Agreement a total of 20 days of employee organization leave shall be made available for use by employees designated by UUP to participate in meetings of UUP's ad hoc committees.

e. Empire State College Executive Board — Each State employee member of UUP's Empire State College Executive Board shall be granted up to three days of employee organization leave per agreement year, including travel time, for attendance at meetings of the Board. An employee who succeeds the member of such Board shall be granted the balance of the employee organization leave available to such member for the Agreement year for attendance at Board meetings.

§ 11.2 Grievances

a. UUP Chapter Grievance Chairpersons shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of processing grievances in accordance with Article 7, Grievance Procedure, and Article 19, Discipline, of this Agreement.

b. Employees who file grievances under Article 7, Grievance Procedure, or Article 19, Discipline, of this Agreement shall be granted reasonable and necessary employee organization leave, including travel time, to attend meetings, reviews or hearings which are scheduled by the State, or its representatives, in accordance with the procedures established in Article 7, Grievance Procedure, and Article 19, Discipline, of this Agreement.

§ 11.3 Negotiations with the State

a. A reasonable number of employees serving on UUP's negotiating team shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of negotiating with representatives of the State.

§ 11.4 Labor-Management Meetings

a. A reasonable number of employees shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of participating in mutually scheduled labor-management meetings pursuant to Article 8 of this Agreement.

§ 11.5 Leaves for Full-Time Union Activity

Employees elected to office in UUP as President, Vice President — Academics, Vice President — Professionals, Secretary and Treasurer, and one employee elected to full time office in an affiliate of UUP may be granted, upon their request, leaves of

absence with full salary from their regular positions for the purpose of serving as elected officials in UUP or as an elected official in an affiliate of UUP. In addition, upon UUP's request, leaves of absence from their regular positions may be approved for employees who are performing responsibilities for UUP for up to the equivalent of two full-time positions. UUP shall reimburse the home campus for the costs occasioned by the leave consistent with provisions promulgated by the Department of Audit and Control. These leaves shall be administered in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972.

§ 11.6 General Provisions

a. Employee organization leave shall be leave with pay and without charge to the employee's leave credits.

b. For the purpose of determining whether an employee is eligible to receive travel time credit, travel time as used in this Article shall mean actual and necessary time spent in travel during normal business hours only.

c. Requests for employee organization leave shall be made to the College President, or designee, with reasonable advance notice. Employee organization leave for UUP meetings as provided above in Section 11.1 shall not be granted unless UUP provides the Director of Employee Relations, or designee, wherever practicable, with 20 days advance notice of the purpose and dates for which leave is requested and the names and College work locations of employees for whom such leave is requested.

d. UUP shall provide to the Director of Employee Relations within 30 days after the execution of this Agreement, and quarterly thereafter, a list of UUP

officers, chapter officers, and other employees eligible for employee organization leave pursuant to Sections 11.1, 11.2, 11.3, and 11.5 of this Article, together with the College work locations of such employees.

e. UUP recognizes that use of employee organization leave shall not impair services rendered to the public. The State recognizes that employee organization leave shall not be unreasonably withheld. In the event employee organization leave is withheld, the employee shall be given the reasons, in writing, for such decision.

ARTICLE 12

College Meeting Space

§ 12.1 Where there is appropriate meeting space at a College, it shall be made available to UUP for specific meetings provided that (a) UUP agrees to reimburse the State for any additional expense incurred in the furnishing of such space, (b) request for use of such space is made in advance pursuant to rules of the College concerned, and (c) there is no conflict with prior scheduled uses of such space.

ARTICLE 13

Bulletin Boards

§ 13.1 UUP shall be permitted to post notices of its activities and matters of UUP concern on one bulletin board in each department at a College. Such material shall be signed by a designated official of UUP or its appropriate chapter. No material shall be posted which is derogatory of any person or organi-

zation, or which constitutes election campaign material for or against any person, organization, or faction thereof, except that election material relating to internal UUP elections may be posted on such bulletin boards.

§ 13.2 Any bulletin board material objected to by the State or its representatives as being in violation of this Article shall be promptly removed. Within two working days after such removal, the local UUP chapter president will be provided with a written statement of the reasons. Such removal may be contested pursuant to the grievance procedure contained in Article 7 of this Agreement.

ARTICLE 14

Mail Distribution

§ 14.1 UUP shall have the right to use intra-College mail distribution services and mailboxes for distribution at a College of addressed UUP printed matter. Methods for implementing this provision at a College shall be consistent with the College's operating needs.

ARTICLE 15

Payroll Deduction

§ 15.1 UUP shall have the exclusive right to the payroll deduction of employee organization membership dues for employees and no other employee organization shall be accorded any such membership dues payroll deduction privilege.

§ 15.2 The State shall prepare, secure introduction and recommend passage by the Legislature of such legislation as may be appropriate and necessary to provide to UUP exclusive payroll deduction for employees who elect to participate in the UUP program known as VOTE-COPE, consistent with Section 201(a) of the Finance Law.

§ 15.3 UUP shall have exclusive payroll deductions of membership dues and premiums for group insurance and mass-merchandised automobile and homeowners' and other insurance policies offered by UUP for employees and no other employee organization shall be accorded any such payroll deduction privilege.

ARTICLE 16

Lists

§ 16.1 The State shall provide UUP, on a quarterly basis, with two lists of employees in the State University Professional Services Negotiating Unit which shall include employees' names, addresses of record, line numbers, titles, professional ranks and salaries. Where available, an employee's date of initial appointment and current type of appointment, e.g., term, permanent, continuing, temporary, will also be provided.

§ 16.2 The State shall include UUP on its mailing lists for distributions to all employees on a University-wide or College-wide basis. The College President, or designee, shall include UUP and its College Chapter on the mailing list for distributions to all employees on a College-wide basis. UUP shall include the State, the Chancellor, or designee, and

the College Presidents on its mailing lists for distributions to employees. A College Chapter of UUP shall include the College President on its mailing list for distributions to all employees on a College-wide basis. Each party shall designate its address or addresses for these purposes.

§ 16.3 UUP shall provide the State, on a quarterly basis, with a list of the names, College work locations, UUP titles and University titles of each of its statewide and chapter officers, Executive Board members, Delegate Assembly members, Standing Committee members and Chapter Grievance Chairpersons. As UUP Ad Hoc Committees are established, UUP shall also provide the State with the information described herein relative to Ad Hoc Committee members.

§ 16.4 At the beginning of each semester, each College shall provide the local UUP Chapter with the names of employees of the College who commenced leaves of absence, the names of employees who were separated from employment at the College during the previous semester, and a list of new employees at the College, which list shall contain the information described in Section 16.1. Each College shall also provide a copy of the information described in this Section to the UUP central office.

ARTICLE 17

Information and Data

§ 17.1 The State shall make available to UUP, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to the collective negotiating unit and in

the possession of the State as are necessary for the preparation for collective negotiations and the processing of grievances. It is understood that this shall not be construed to require the State to compile information and statistics in any specific form unless mutually agreeable.

§ 17.2 Each employee shall be responsible for providing the College President, or a designee, with his/her current home address and telephone number and for keeping such information current. Such information shall be maintained for official College use only.

ARTICLE 18

Board of Trustees' Meetings

§ 18.1 The Chancellor, or designee, will furnish UUP with copies of all proposed changes in Policies affecting terms and conditions of employment prior to action thereon by the Board.

§ 18.2 The Chancellor, or designee, will furnish UUP with a copy of the tentative advance agenda of each meeting of the Board at the same time it is made available to the members of the Board. Additionally, following approval by the Board of Trustees of the minutes of its meetings, the Chancellor, or designee, will furnish UUP with a copy of those minutes the Board makes public.

§ 18.3 UUP may request to meet with the Chancellor, or designee, in order to discuss matters described in Section 18.1 which appear on the Board's agenda. Such discussion shall take place prior to the Board meeting. The Chancellor will recommend, where the Chancellor believes it to be

appropriate, that the Board or its representatives meet with UUP for the purpose of discussing such issues. This shall not preclude UUP from directly requesting a meeting with the Board of Trustees or its appropriate committee.

§ 18.4 The Board of Trustees of the University shall have the right in its judgment to change its Policies from time to time hereafter, after consultation pursuant to this Article. Nothing contained in this Agreement or actions pursuant thereto shall be deemed a waiver by the State or UUP of their right to assert, at any time thereafter, that the subjects of the Policies may or may not be appropriate subjects of collective negotiations.

ARTICLE 19

Discipline

§ 19.1 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the College President, or designee, is encouraged to resolve matters of discipline informally; provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the College President, or designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

§ 19.2 Definitions

a. "Discipline" shall be defined as the imposition of a penalty by means of the procedure specified in Section 19.4.

b. "Days" shall mean working days, Monday through Friday, excluding holidays.

c. "Service" shall mean the act of delivering, in accordance with provisions of this Article, a notice of discipline. Service shall be effective three days from the time of personal service or, in the event of mailing, which shall be by certified or registered mail, return receipt requested, three days from the date the employee or any other person accepting delivery has signed the return receipt or the date the notice is returned to the College President, or designee, undelivered.

d. "Party" shall mean the State and either the employee upon whom discipline is sought to be imposed or the employee's representative selected pursuant to Section 19.8 of this Article.

§ 19.3 Applicability

Discipline shall be imposed upon employees only pursuant to this Article; provided, however, that provisions of this Article shall not apply to the termination of employees serving on temporary or probationary appointments, which may be terminated at any time in accordance with provisions of Article XI of the Policies, and provided further that provisions of this Article shall not apply to non-renewal of term appointments pursuant to Article XI of the Policies, terminations of employees due to mental or physical incapacity pursuant to Article XV of the Policies or terminations of employees pursuant to Article 35, Retrenchment, of this Agreement.

§ 19.4 Disciplinary Procedure

a. Discipline shall be imposed only for just cause. Where the College President, or designee, seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by registered or certified mail, return receipt requested, to the employee's address of record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places.

b. The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 10 days of service of the notice of discipline, or (2) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

c. The notice of discipline may be the subject of a disciplinary grievance which shall be filed with the Chancellor, or designee, in person or by registered or certified mail, return receipt requested, by the employee, or the employee's representative, on a disciplinary grievance form to be provided by the State, within 10 days of the date of service of notice of discipline. A copy of the notice of discipline must be attached to the disciplinary grievance form. The employee, or the employee's representative, shall be entitled to a meeting to present the employee's position to the Chancellor, or designee, within 10 days of the date of filing of the disciplinary

grievance. The purpose of the meeting shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. The meeting provided for herein may be waived by the employee, in writing, on the grievance form, only in accordance with provisions of Section 19.7(b). If the meeting has not been waived but cannot be held within 10 working days of the date of filing of the disciplinary grievance by reason of the unavailability of the employee, or the employee's representative, or on such other date as may be mutually agreed upon, the Chancellor, or designee, may, at the option of the Chancellor, or designee, review the disciplinary grievance on the basis of the existing record. The Chancellor, or designee, shall provide the employee, or the employee's representative, with a response in writing by registered or certified mail, return receipt requested, or by personal service within twenty days of the meeting or review, or within five days of the meeting or review if the employee has been suspended without pay under Section 19.7 of this Article.

d. If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee, or the employee's representative, within 10 days of receipt of the response of the Chancellor, or designee. Notice of appeal to disciplinary arbitration shall be filed by registered or certified mail, return receipt requested, or by personal service upon the Director of Employee Relations, or designee. A copy of the appeal shall be sent simultaneously to the College President and the Chancellor's designee.

e. The State and UUP shall jointly agree, within 15 days of the execution of this Agreement, on a 25-member panel of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and, in the event of a disciplinary arbitration, the first arbitrator in order who is available to conduct a hearing within 10 days of appointment shall serve as the arbitrator. The State agrees to perform activities necessary to appropriate administration of the panel including, but not limited to, identifying arbitrators' availability, notifying them of their appointment and assisting in arranging for hearing rooms.

f. The disciplinary arbitrator shall hold a hearing within 10 days of appointment, or as soon thereafter as practical, or within such other period as may be mutually agreed upon by the parties, recognizing, however, that except in unusual circumstances a hearing should be concluded within 30 days of the appointment of the arbitrator. The disciplinary arbitrator shall render a decision within five days of the close of the hearing, or within five days after receipt of the transcript, if either party elects a transcript, or within such other time as may be mutually agreed upon by the parties.

g. Either party wishing a transcript of a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party; provided, however, the decision to make a transcript must be announced at the beginning of the hearing and the transcript must cover the entire hearing, not just a portion thereof. Delays in the preparation of a transcript shall not constitute a basis for delays in scheduling hearing dates.

h. The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of proposed penalties. The disciplinary arbitrator may consider issues of timeliness, including those arising pursuant to Section 19.9, but shall not consider alleged violations of provisions of this Agreement, which shall be subject only to the provisions of Article 7, Grievance Procedure, of this Agreement. The disciplinary arbitrator shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, or temporary reassignment, pursuant to Section 19.7 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including ordering reinstatement and back pay for all or part of the period of suspension, or return to his/her assignment if temporarily reassigned. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, the arbitrator may consider such suspension in determining the penalty to be imposed.

i. All fees and expenses of the arbitrator, if any, shall be divided equally between the State and UUP or the employee if not represented by UUP. Each party shall bear the cost of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

§ 19.5 Settlements

a. A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to

writing on the disciplinary grievance form to be provided by the State. An employee offered such a settlement shall be offered a reasonable opportunity to have a representative present before the employee is required to execute it.

§ 19.6 Effect of Settlement and Arbitrator's Award

a. All settlements and arbitrators' awards shall be final and binding upon the State, UUP, the employee and the employee's representative if other than UUP.

§ 19.7 Suspension Before Notice of Discipline

a. Prior to issuing a notice of discipline or the completion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended, without pay, by the appointing authority only pursuant to paragraphs (1) or (2) of this Section. As an alternative to such suspension, the employee may be temporarily reassigned.

1. The appointing authority, or its designee may suspend, without pay or temporarily reassign an employee when the appointing authority, or its designee, determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by the disciplinary arbitrator. A notice of discipline shall be served no later than five days following any such suspension or temporary reassignment.

2. The appointing authority, or its designee, may suspend without pay or temporarily reassign an employee charged with the commission of a crime. Such employee shall notify the appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within

five days thereof. Within 30 calendar days following such suspension under this paragraph, or within five days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or the employee shall be reinstated with back pay if suspended or returned to his/her assignment if temporarily reassigned. Nothing in this paragraph shall limit the right of the appointing authority, or its designee, to take disciplinary action during the pendency of criminal proceedings.

3. Where the appointing authority, or its designee, elects to temporarily reassign an employee pursuant to this Article, the employee shall be notified in writing of the location, the effective date and nature of such temporary reassignment and that the employee may elect in writing to refuse such temporary reassignment and may be suspended without pay. The employee's election must be made in writing before commencement of the temporary reassignment. An election by the employee to refuse such temporary reassignment is final and may not thereafter be withdrawn. No election by the employee is permitted once the employee commences the temporary reassignment.

4. The fact that the appointing authority, or its designee, has temporarily reassigned an employee rather than suspending the employee without pay shall not be considered by the disciplinary arbitrator for any purpose.

b. Where an employee has been suspended without pay or temporarily reassigned pursuant to this article, the employee may, in writing, waive the meeting with the Chancellor, or designee, at the time of filing a

disciplinary grievance. In the event of such waiver, the employee shall file the disciplinary grievance form, within the prescribed time limits for filing a grievance with the Chancellor, or designee, directly with the Director of Employee Relations, or designee, in accordance with the provisions of Section 19.4(d).

§ 19.8 Representation

a. An employee may represent himself/herself or be accompanied for purposes of representation by UUP or counsel at any stage of the disciplinary procedure contained in this Article; provided, however, an employee's representative may only act on the employee's behalf, in the absence of the employee, upon mutual agreement of the parties.

§ 19.9 Limitation

a. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

§ 19.10 Miscellaneous Provisions

a. Mailing

1. All grievances, grievance appeals and responses shall be transmitted by certified or registered mail, return receipt requested or by personal service on the grievant or his or her representative or on the individual responsible for conducting the review. Upon personal service the recipient of such documents, upon request, shall acknowledge, in writing,

the receipt thereof. Proof of personal service shall specify the person who was served and the date, place and manner of service.

2. All time limits set forth in this Article shall be measured from the date of receipt. Where service is by registered or certified mail, the date of receipt shall be that date appearing on the return receipt, provided, however, that the time limits for the submission of a grievance or the filing of an appeal or demand for arbitration or issuance of a step response shall be determined from the date of personal service or mailing by certified or registered mail, return receipt requested, as evidenced by the official postmark appearing on the receipt for certified or registered mail.

ARTICLE 20

Direct Compensation

§ 20.1 The State shall prepare, secure introduction and recommend passage by the Legislature of appropriate legislation in order to provide the benefits described in this Article.

§ 20.2(a) The basic annual salaries of incumbents of positions in the State University in the Professional Services Negotiating Unit as of June 30, 1985 shall be increased by five percent commencing (1) September 5, 1985, for employees having a calendar year or college year professional obligation, or (2) October 31, 1985, for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the

Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said increase in basic annual salary commencing September 5, 1985.

(b) Notwithstanding the provisions of subdivision (a) of this section, an employee in service on April 30, 1985, whose employment expires prior to June 30, 1985 who would have been eligible for the salary increase provided for in subdivision (a) of this section if employment had continued through June 30, 1985, shall be eligible for the salary increase provided for in subdivision (a) of this section if the employee is reemployed in an equivalent position at the start of the academic year commencing on or after July 1, 1985.

(c) Notwithstanding the provisions of subdivision (a) of this section, an employee in service during a portion of the 12-month period commencing on July 1, 1984, for at least a semester or equivalent, but whose employment expires prior to June 30, 1985, shall be eligible for the salary increase provided for in subsection (a) of this section if the employee is reemployed in an equivalent position for at least a semester, or equivalent, of the 12-month period commencing on or after July 1, 1985.

(d) There shall be available an amount equal to one percent of the total of the salaries on June 30, 1985, of incumbents entitled to a salary increase pursuant to subdivision (a) of this section, for distribution to such incumbents by the State University Trustees in their discretion. Such distribution shall occur not later than November 1, 1986 and shall be retroactive to July 1, 1985 or September 1, 1985, as appropriate to the professional obligation or date of eligibility for salary increases.

(e)(1) Salary minimums shall be established for the following ranks or grades or positions equated to them and shall be effective on the dates of the salary increases provided pursuant to subdivision (a) of this section:

Academic and Professional Employee Ranks	*Professional Academic Year*	*Obligation Calendar Year*
Professor Librarian PR-4	$25,428	$30,514
Associate Professor Associate Librarian PR-3	$19,707	$23,648
Assistant Professor Lecturer Sr. Assistant Librarian PR-2	$15,893	$19,071
Instructor Assistant Librarian PR-1	$13,350	$16,020

(2) The salary minimums established in paragraph (1) of this subdivision shall not apply to employees who are not paid on the basis of a basic annual salary. A part-time employee who is paid on the basis of a prorated basic annual salary and who is eligible to be paid a minimum basic annual salary shall be paid a minimum basic annual salary which shall be the appropriately prorated amount of the minimum basic annual salary that would have been paid to the employee had the employee been employed on a full-time basis.

(3) An incumbent promoted on or after the effective dates, appropriate to that incumbent's professional obligation or date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for the rank or grade to which that incumbent has been promoted.

(4) An employee hired on or after the effective dates, appropriate to the employee's professional obligation or date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for the rank or grade on the date the employee is placed in payroll status.

§ 20.3(a) The basic annual salaries, as of June 30, 1986, as increased by the provisions of 20.2(d), of incumbents of positions in the State University in the Professional Services Negotiating Unit shall be increased by five percent commencing (1) July 1, 1986, for employees having a calendar year or college year professional obligation, or (2) September 1, 1986, for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase on July 1, 1986.

(b) There shall be available an amount equal to one percent of the total of the salaries on June 30, 1986, as increased by 20.2(d), of incumbents entitled to a salary increase pursuant to subdivision (a) of this

section, for distribution to such incumbents by the State University Trustees in their discretion. Such distribution shall occur not later than April 1, 1987 and shall be retroactive to July 1, 1986, or September 1, 1986, as appropriate to professional obligation or date of eligibility for salary increases.

(c) Notwithstanding the provisions of subdivision (a) of this section, an employee in service on April 30, 1986, whose employment expires prior to June 30, 1986, who would have been eligible for the salary increase provided for in subdivision (a) of this section if employment had continued through June 30, 1986, shall be eligible for the salary increase provided for in subdivision (a) of this section if the employee is reemployed in an equivalent position at the start of the academic year commencing on or after July 1, 1986.

(d) Notwithstanding the provisions of subdivision (a) of this section, an employee in service during a portion of the 12-month period commencing on July 1, 1985, for at least a semester or equivalent, but whose employment expires prior to June 30, 1986, shall be eligible for the salary increase provided for in subsection (a) of this section if the employee is reemployed in an equivalent position for at least a semester, or equivalent, of the 12-month period commencing on or after July 1, 1986.

(e)(1) Salary minimums shall be established for the following ranks or grades or positions equated to them and shall be effective on the dates of the salary increases provided pursuant to subdivision (a) of this section:

Academic and Professional Employee Ranks	*Professional Academic Year*	*Obligation Calendar Year*
Professor Librarian PR-4	$26,699	$32,040
Associate Professor Associate Librarian PR-3	$20,692	$24,830
Assistant Professor Lecturer Sr. Assistant Librarian PR-2	$16,688	$20,025
Instructor Assistant Librarian PR-1	$14,018	$16,821

(2) The salary minimums established in paragraph (1) of this subdivision shall not apply to employees who are not paid on the basis of a basic annual salary. A part-time employee who is paid on the basis of a prorated basic annual salary and who is eligible to be paid a minimum basic annual salary shall be paid a minimum basic annual salary which shall be the appropriately prorated amount of the minimum basic annual salary that would have been paid to the employee had the employee been employed on a full-time basis.

(3) An incumbent promoted on or after the effective dates, appropriate to that incumbent's professional obligation or the date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for the rank or grade to which that incumbent has been promoted.

(4) An employee hired on or after the effective dates, appropriate to that employee's professional obligation or date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for that employee's rank or grade on the date the employee is placed in payroll status.

§ 20.4 (a) The basic annual salaries as of June 30, 1987, as increased by the provisions of Section 20.3 (b), of incumbents of positions in the State University in the Professional Services Negotiating Unit shall be increased by five percent commencing (1) July 1, 1987, for employees having a calendar year or college year professional obligation, or (2) September 1, 1987, for employees having an academic year professional obligation except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase on July 1, 1987.

(b) There shall be available an amount equal to one percent of the total of the salaries on June 30, 1987, increased by the provisions of Section 20.3(b), of incumbents entitled to a salary increase pursuant to subdivision (a) of this section, for distribution to such incumbents by the State University Trustees in their discretion. Such distribution shall occur not later than December 31, 1987, and shall be retroactive to July 1, 1987, or September 1, 1987, as appropriate to professional obligation or date of eligibility for salary increases.

(c) Notwithstanding the provisions of subdivision (a) of this section, an employee in service on April 30, 1987, whose employment expires prior to June 30, 1987, who would have been eligible for the salary increase provided for in subdivision (a) of this section if employment had continued through June 30, 1987, shall be eligible for the salary increase provided for in subdivision (a) of this section if the employee is reemployed in an equivalent position at the start of the academic year commencing on or after July 1, 1987.

(d) Notwithstanding the provisions of subdivision (a) of this section, an employee in service during a portion of the 12-month period commencing on July 1, 1986, for at least a semester or equivalent, but whose employment expires prior to June 30, 1987, shall be eligible for the salary increase provided for in subsection (a) of this section if the employee is reemployed in an equivalent position for at least a semester, or equivalent, of the 12-month period commencing on or after July 1, 1987.

(e)(1) Salary minimums shall be established for the following ranks or grades or positions equated to them and shall be effective the dates of the salary increases provided pursuant to subdivision (a) of this section:

Academic and Professional Employee Ranks	*Professional Academic Year*	*Obligation Calendar Year*
Professor Librarian PR-4	$28,568	$34,283

Associate Professor Associate Librarian PR-3	$22,140	$26,568
Assistant Professor Lecturer Sr. Assistant Librarian PR-2	$17,856	$21,427
Instructor Assistant Librarian PR-1	$15,000	$18,000

(2) The salary minimums established in paragraph (1) of this subdivision shall not apply to employees who are not paid on the basis of a basic annual salary. A part-time employee who is paid on the basis of a prorated basic annual salary and who is eligible to be paid a minimum basic annual salary shall be paid a minimum basic annual salary which shall be the appropriately prorated amount of the minimum basic annual salary that would have been paid to the employee had the employee been employed on a full-time basis.

(3) An incumbent promoted on or after the effective dates, appropriate to that incumbent's professional obligation or the date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for the rank or grade to which that incumbent has been promoted.

(4) An employee hired on or after the effective dates, appropriate to that employee's professional obligation or date of eligibility for salary increases, of the salary increase provided for in subdivision (a) shall receive not less than the minimum basic annual salary for that employee's rank or grade on the date the employee is placed in payroll status.

§ 20.5 The increases in salary payable pursuant to this Article shall apply on a prorated basis to incumbents, otherwise eligible to receive an increase in salary pursuant to this Article, who are paid on an hourly or per diem basis, or who serve on a part-time basis, or who are paid on any basis other than at an annual salary rate. (Excluding those employees deemed to be casual pursuant to the resolution of IP charge U-5724).

§ 20.6 Nothing contained herein shall prevent the University, in its discretion, from granting further upward salary adjustments to individual employees.

§ 20.7 "Basic annual salary" is the amount of annual compensation payable to an employee for the performance of the employee's professional obligation, as such obligation is set forth under Appointment Year in Article XI of the Policies of the State University Trustees, from State monies appropriated for such purpose.

§ 20.8 The payroll cycle of employees which had been extended by up to one full payroll period during the 1982-85 Agreement shall continue to be so extended. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. This final salary check shall be paid at the employee's then-current salary rate.

§ 20.9 (a) The present inconvenience pay program provided to employees in the classified service of the Executive Branch of State service shall be extended to professional employees in the Professional Services Negotiating Unit.

(b) The annual rate of inconvenience pay shall be $400.

§ 20.10 a. The State shall prepare, secure introduction and recommend passage of legislation for the following purpose: Professional employees whose permanent appointment became effective, as granted by the Chancellor, before July 1, 1985 shall receive a lump sum, non-recurring payment of $500 to be taken from funds appropriated to the Professional Development and Quality of Working Life Committee under Article 42 in the first year of the Agreement. The distribution of such payment shall occur no later than September 30, 1986.

b. The State shall prepare, secure introduction and recommend passage of legislation for the following purpose: Professional employees whose permanent appointment becomes effective on or after July 1, 1985 but on or before June 30, 1988, as granted by the Chancellor shall receive a lump sum, non-recurring payment of $500 no later than six months after the date on which their permanent appointment is effective.

§ 20.11 a. Recall. The State shall prepare, secure introduction and recommend passage of legislation for the following purpose: full-time professional employees who provide patient care services in a hospital or clinic who are over-time eligible and are assigned to areas indicated on the list in subdivision c shall be eligible for recall pay. Those individuals who are assigned to the areas indicated in the list in subdivision c and who are not overtime eligible may, by mutual agreement between the State and UUP, be deemed eligible for recall pay.

b. In the event that such an eligible professional employee is directed to return to work after having completed the professional obligation and left the scheduled work station, the employee shall be

entitled to a minimum of one-half day's pay at the rate of time and a half, or compensation for actual time worked at the rate of time and a half if that period is longer, for the purpose of computing recall compensation.

c. The areas of assignment eligible for recall pay are clinical laboratories, histocompatibility, open heart perfusion, respiratory therapy, radiology, anesthesiology, pharmacy, social services, operating room, and biomedical engineering.

20.12 On-Call

a. The State shall prepare, secure introduction and recommend passage of legislation for the following purpose: full-time professional employees who provide patient care services in a hospital or clinic and are assigned to areas indicated on the list in subdivision c shall be eligible for on-call pay.

b. The rate of pay for on-call services will be based on the time during which the employee's movement is restricted. Determination of the rate of on-call pay will be discussed in the NYS/UUP Committee on the FLSA as described in Appendix A-21. Such rate shall become effective upon mutual agreement between the State and UUP.

c. The areas of assignment eligible for on-call pay are clinical laboratories, histocompatibility, open heart perfusion, respiratory therapy, radiology, anesthesiology, pharmacy, social services, operating room, and biomedical engineering.

ARTICLE 21

Disparity Fund

§ 21.1 The State agrees to make every effort to address demonstrated salary disparities which may

exist within the unit. To this end, the State shall apportion an amount of One Million ($1,000,000) dollars in the second year of this Agreement and Two Million ($2,000,000) dollars in the third year of this Agreement from the amount provided for in Article 44 of this Agreement to be used to correct demonstrated salary disparities within the Professional Services Negotiating Unit. Expenditure of the funds shall be accomplished in the following manner:

§ 21.2 A joint SUNY/UUP committee consisting of three members appointed by the Chancellor and three members appointed by the President of UUP shall be established to review perceived salary disparities, including, but not limited to retention and recruitment problems and salary disparities by title based on comparisons within or outside the University. The Committee's first priority shall be to investigate, consider and review instances where the salary of any employee with ten or more years of University service is below the average salary for such employee's rank. Joint recommendations to correct demonstrated salary disparities shall be made by the committee to the Director of the Governer's Office of Employee Relations. The Director shall review the joint recommendations of the Committee and shall forward those recommendations which are not inconsistent with statewide policy to the Director of the Budget for action pursuant to his or her authority.

§ 21.3 The unexpended portion of any year's apportionment shall be carried over into the succeeding year and added to the apportionment for the succeeding year. These funds may not be used for across-the-board increases on a University-wide basis.

ARTICLE 22

Travel Allowances

§ 22.1 Per Diem, Meal and Lodging Expenses

a. The State agrees to reimburse, on a per diem basis as established by Rules and Regulations of the Comptroller, employees who are eligible for travel expenses for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel lodging, meals and incidental expenses related thereto (hotel tips, etc.), for a full day at the rates generally available to State Managerial and Confidential employees.

§ 22.2 Mileage Allowance

a. The State agrees to provide, subject to the Rules and Regulations of the Comptroller, a maximum mileage allowance rate of 20.5 cents per mile for the use of personal vehicles for those persons eligible for such allowance in connection with official travel.

b. If the Internal Revenue Service raises the standard mileage allowance for personal vehicle use above 20.5 cents per mile, the rate of payment provided in Section 22.2(a) shall be subject to reopened negotiations once during the term of this Agreement upon the demand of UUP.

ARTICLE 23

Leaves

§ 23.1 Definitions. Whenever used in this Article:

a. The term "calendar year employee" shall mean any employee having a 12 month professional obligation.

b. The term "academic year employee" shall mean any academic employee having an academic year professional obligation.

c. The term "college year employee" shall mean any professional employee, or any academic employee holding a librarian title, having an annual professional obligation of less than 12 months, except an academic employee holding a librarian title having an academic year professional obligation.

§ 23.2 Vacation Leave: Calendar Year Employees and College Year Employees

a. Accrual of Vacation Leave — Employees hired prior to July 1, 1982:

1. Full-time calendar year and college year employees shall be eligible to accrue credits for vacation leave at the rate of one and three-quarter days a month for each month or major fraction thereof during the term of their professional obligation. Part-time calendar year and college year employees shall be eligible to accrue such credits on a pro rata basis.

2. To accrue credits for vacation leave during each month, eligible full-time employees must be in full-pay status for such month, or major fraction thereof; eligible part-time employees must be in pay status consistent with their part-time service for such month, or major fraction thereof.

b. Accrual of Vacation Leave — Employees hired on or after July 1, 1982:

1. Commencing December 1, 1982, calendar year and college year employees who serve on a full-time basis and are appointed effective on or after July 1, 1982, shall be eligible to accrue credits for vacation leave for each month or major fraction thereof during the term of their professional obligation as follows:

Years of Service	*Vacation Accrual Rate*
0 — 1	1¼ days a month (15 days)
2	1⅓ days a month (16 days)
3, 4, 5	1½ days a month (18 days)
6	1⅔ days a month (20 days)
7	1¾ days a month (21 days)

Calendar year and college year employees who serve on a part-time basis and are appointed effective on or after July 1, 1982 shall be eligible to accrue such credits on a pro rata basis.

2. To accrue credits for vacation leave during each month, eligible full-time employees must be in full-pay status for such month, or major fraction thereof; eligible part-time employees must be in pay status consistent with their part-time service for such month, or major fraction thereof.

c. Maximum Accumulation. Accumulation of vacation leave credits shall not exceed 40 days; provided, however, in the case of part-time employees who accrue vacation leave credits on a pro rata basis the maximum accumulation shall also be determined on a pro rata basis. In the event of death, retirement, resignation or other nondisciplinary separation from University service, or change of the period of professional obligation from calendar year or college year to academic year, an employee shall be compensated for such accumulated and unused vacation leave credits not to exceed a maximum of 30 days, such payment to be computed on the basis of the basic annual salary otherwise payable. In the case of death while in service, such payment shall be made to the deceased employee's estate or as provided pursuant to the Estates, Powers and Trust Law. No payment pursuant to this subdivision shall be made if the employee moves to a position in

another State agency which is covered by the Attendance Rules for employees in the State classified service.

d. Authorization for Use. Vacation shall be taken at such times as shall be approved by the College President. Where the College President, or designee, denies an employee's request for vacation the employee, upon request, shall be given the reasons for such denial in writing.

e. Charges. When an employee is on vacation the employee shall not be required to charge vacation leave for any day upon which the employee would not have been required to be available to work had the employee not been on vacation.

§ 23.3 Vacation Leave: Academic Year Employees

a. Accrual of Vacation Credit. Academic year employees shall not accrue credit for vacation leave and shall not be granted any such leave.

§ 23.4 Sick Leave

a. Accrual: Employees hired prior to July 1, 1982. Full-time employees shall be eligible to accrue credits for sick leave at the rate of 1¾ days a month for each month, or major fraction thereof, during the term of their professional obligation. Part-time employees shall be eligible to accrue such credits on a pro rata basis. To accrue credit for sick leave during each month, full-time employees must be in full pay status for such month or major fraction thereof; eligible part-time employees must be in pay status consistent with their part-time service for such month or major fraction thereof.

b. Accrual: Employees hired on or after July 1, 1982.

Commencing December 1, 1982 employees who serve on a full-time basis and are appointed effective on or after July 1, 1982, shall be eligible to accrue credits for sick leave for each month, or major fraction thereof, during the term of their professional obligation as follows:

Years of Service	*Sick Leave Accrual Rate*
0 — 1	1¼ days a month (15 days)
2	1⅓ days a month (16 days)
3, 4, 5	1½ days a month (18 days)
6	1⅔ days a month (20 days)
7	1¾ days a month (21 days)

Employees who serve on a part-time basis and are appointed effective on or after July 1, 1982 shall be eligible to accrue such credits on a pro rata basis. To accrue credit for sick leave during each month, full-time employees must be in full pay status for such month or major fraction thereof; eligible part-time employees must be in pay status consistent with their part-time service of such month or major fraction thereof.

c. Other Sick Leave Credit. Upon appointment to a position in the unclassified service, an employee shall be credited with any sick leave credits accrued pursuant to the Attendance Rules for the classified service.

d. Maximum Accumulation. Accumulation of sick leave credits pursuant to subdivisions (a) and (b) of this Section shall not exceed 200 days; provided, however, in the case of part-time employees who accrue sick leave on a pro rata basis the maximum accumulation shall also be determined on a pro rata basis.

e. Authorization for Use.

1. For purposes of this Section 23.4, "temporary disability" shall be defined as any temporary mental or physical impairment of health, including such an impairment resulting from pregnancy, which disables an employee from the full performance of duty.

2. The College President shall permit employees who are unable to perform their duties because of claimed temporary disability to use any and all sick leave credits which they have accumulated pursuant to subdivisions (a) or (b) and (c) of this Section 23.4.

3. The College President may at any time require an employee to furnish suitable medical evidence from the employee's physician to substantiate a claimed temporary disability. In the absence of such suitable medical evidence, the College President may require an employee to be examined by a physician selected by the College at its expense. In the event medical evidence does not substantiate a claimed temporary disability, use of sick leave credits shall be disallowed and the employee shall be placed on leave without pay.

4. Subject to prior approval of the College President, an employee shall be allowed to use up to a maximum of ten days of sick leave accumulated pursuant to subdivisions (a) or (b) and (c) of this Section 23.4 for absences from work necessitated by a death or illness in the employee's immediate family. The College President's approval of requests for sick leave for purposes described in this paragraph shall not be unreasonably withheld.

f. Additional Sick Leave.

1. The College President may grant an employee sick leave in addition to that provided by subdivisions (a) or (b) and (c) of this Section 23.4. Such

additional sick leave may be at full salary, or such part thereof as the College President may determine, or without salary. Additional sick leave at full or partial salary, together with use of any sick leave provided by subdivisions (a) or (b) and (c) of this Section 23.4, shall not exceed a total of six calendar months. Additional sick leave without salary shall not exceed one calendar year. Additional sick leave at full or partial salary pursuant to this paragraph shall not be approved until all sick leave credits accumulated pursuant to subdivisions (a) or (b) and (c) of this Section 23.4 have been exhausted.

2. The Chancellor, after receiving the recommendation of the College President, may grant an employee sick leave in addition to that provided by paragraph (1) of this subdivision. Such additional sick leave may be at full salary or such part thereof as the Chancellor may determine, or without salary.

3. Prior to being granted additional sick leave provided by this subdivision an employee may be required to furnish such medical evidence from the employee's physician as may be requested or submit to medical examination by a physician selected by the College or University at its expense.

g. Charges. When an employee is on sick leave the employee shall not be required to charge sick leave credit for any day upon which the employee would not have been required to be available to work had the employee not been on sick leave.

h. The College President may require an employee who has been absent due to a temporary disability, prior to and as a condition of the employee's return to work, to be examined, at the expense of the College, by a physician selected by the College, to establish that the employee is no longer disabled and that the

employee's return to work will not jeopardize the health of other employees. Such examination may not be regularly required.

i. During the term of this Agreement the State or UUP shall have the right to reopen negotiations on demand with respect to the issue of a disability income protection plan.

§ 23.5 Holiday Leave

a. A calendar year or college year employee shall be eligible to observe the following days prescribed by law as holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Election Day, Thanksgiving Day and Christmas Day. For the term of this Agreement, the College President may designate two holidays as floating holidays in lieu of two holidays set forth above. The College President may designate an alternate date upon which one of the holidays is to be observed. If a second holiday is designated, the employee may select a date on which to observe the second holiday, with the approval of the employee's supervisor and consistent with the operating needs of the campus. The employee must observe such second holiday before the beginning of the next academic year. The College President's designation shall be announced following consultation with UUP in September of the academic year.

b. An employee who is eligible to observe holidays shall be granted a compensatory day off when any holiday specified in subdivision (a) falls on a Saturday, a Sunday, or a pass day.

c. An employee who is eligible to observe holidays who is required to work on a holiday shall be granted a compensatory day off.

d. Compensatory days off shall be scheduled at times mutually convenient to the employee and the University within three months from the day they are granted.

§ 23.6 Sabbatical Leave

a. Policy. Sabbatical leaves for professional development may be made available to academic employees who meet the requirements set forth below. The objective of such leave is to increase an employee's value to the University and thereby improve and enrich its program. Such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals.

b. Purpose. Sabbatical leaves may be granted for planned travel, study, formal education, research, writing or other experience of professional value.

c. Eligibility. Academic employees having continuing appointments who have completed at least six consecutive years of service within the University or who, if they previously have had a sabbatical leave, have completed at least six consecutive years of service within the University from the date of return from their last sabbatical leave, shall be eligible for sabbatical leave. In computing consecutive years of service for the purpose of this subdivision, periods of vacation leave and periods of sick leave with salary shall be included; periods of leaves of absence, other than vacation and sick leave with salary, and periods of part-time service shall not be included but shall not be deemed an interruption of otherwise consecutive service.

d. Terms and Conditions. Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half basic annual salary or for periods of one-half year at rates not to exceed full basic annual

salary. Academic employees on sabbatical leave may, with the prior approval of the College President, accept fellowships, grants-in-aid, or earned income to assist in accomplishing the purposes of their leaves. In such cases, the College President may adjust the sabbatical leave salaries to reflect such income, either prior to or during the periods of such leaves, provided, however, that in no case shall sabbatical leave salary be reduced if total earnings are less than full salary.

e. Applications. Applications for sabbatical leaves shall be submitted to the College President as far in advance as possible of the requested effective date of the leave, but in no event later than six months in advance of such date unless such requirement is expressly waived by the College President. Each application shall include a statement outlining the program to be followed while on sabbatical leave, indicating any prospective income, stating that the applicant will continue as an academic employee for a minimum of one year upon the employee's return and stating that upon return the applicant will submit to the College President a detailed report of professional activities and accomplishments while on sabbatical leave.

f. Approval. Consistent with the provisions of subdivision (d), the College President may approve such sabbatical leave as the College President deems appropriate and such leave shall be reported to the Chancellor.

g. Leave Credits. Vacation leave and sick leave credits shall not be accrued or used during sabbatical leave.

§ 23.7 (a) Other Leaves for Academic Employees

1. Approval. The College President may recommend to the Chancellor other leaves of absence for employees at full salary or reduced salary, or may grant employees leaves of absence without salary, for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a faculty member, expert, consultant or in a similar capacity, or for other appropraite purposes consistent with the needs and interests of the University. Leave of absence without salary may also be granted under appropriate circumstances for the purpose of child care. Leaves of absence at full or reduced salary pursuant to provisions of this Section shall be subject to the approval of the Chancellor.

2. Application. Applications for such leaves of absence shall be made to the College President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration and its value to the applicant and the University.

3. Leave Credits. Vacation leave and sick leave credits shall not be accrued or used during a period of leave pursuant to provisions of this Section.

(b) Leaves of Absence for Professional Employees

1. Approval. The College President may recommend to the Chancellor other leaves of absence for employees at full salary or reduced salary, or may grant employees leaves of absence without salary, for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and simi-

lar agencies, as a faculty member, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with the needs and interests of the University. Leaves of absence without salary may also be granted under appropriate circumstances for the purpose of child care. Leaves of absence at full or reduced salary pursuant to provisions of this Section shall be subject to the approval of the Chancellor.

2. Application. Applications for such leaves of absence shall be made to the College President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration and its value to the applicant and the University.

3. Leave Credits. Vacation leave and sick leave credits shall not be accrued or used during a period of leave pursuant to provisions of this Section.

§ 23.8 Disability Leave

a. Upon being discontinued from service in accordance with provisions of the State University Group Disability Insurance Program, an employee shall be granted a leave without pay for disability and shall be continued on such leave without pay until the disability ceases, the employee reaches age 65, or death, whichever event occurs first. For purposes of the State University Group Disability Insurance Program, the College President may require an employee to be examined by a physician selected by the College at its expense. Determination that a disability exists may be made by the College President upon the advice of the College's examining physician. Notwithstanding the failure of an employee to cooperate with the College's examining physician, a determination that a disability exists may be made by the College President upon advice of the

College's examining physician that there are reasonable grounds to assume that a disability benefit would be payable in accordance with the State University Group Disability Insurance Program. If the College President determines, in accordance with the provisions of this Section, that a disability exists, the employee must apply for disability benefits under the State University Group Disability Insurance Program. In the event the employee does not apply for disability benefits, the employee shall be placed on disability leave without pay. If, upon a finding that an employee is not disabled, the disability insurance carrier disapproves an employee's application for benefits, the employee shall be restored to regular employment status.

b. Discontinuation from Service of Employees not covered by the State University Group Disability Insurance Program. Upon being discontinued from service as a result of a disability which prevents performance of his/her duties, an employee shall be granted a leave without pay until the disability ceases, the employee reaches age 65, or death, whichever event occurs first. For purposes of determining the existence of such a disability, the College President may require an employee to be examined by a physician selected by the college at its expense. Determination that a disability exists may be made by the College President upon the advice of the College's examining physician. Notwithstanding the failure of an employee to cooperate with the College's examining physician, a determination that a disability exists may be made by the College President upon advice of the College's examining physician that there are reasonable grounds to assume that a disability exists which would prevent

an employee from performing the employee's duties. If the College President determines, in accordance with the provisions of this Section, that such a disability exists, the employee shall be placed on a disability leave without pay. Where appropriate, the College President, after consulting with the College's examining physician, may refer the employee to an Employee Assistance Program or to other service agencies. The employee, however, shall be permitted to use any and all sick leave credits which have been accumulated pursuant to subdivisions (a) or (b), and (c) of Section 23.4; and may request additional sick leave pursuant to subdivision (f) of Section 23.4. An employee who has been placed on disability leave without pay pursuant to this section may subsequently request to be restored to regular employment status. Such request must be submitted in writing to the College President accompanied by suitable medical evidence from the employee's physician that the employee no longer has a disability which would prevent performance of his/her duties. Following receipt of such submissions, the College President may require the employee to be examined by a physician selected by the College at its expense prior to making a determination whether to restore the employee to regular employment status. Upon a finding by the College's examining physician that the employee no longer has a disability which would prevent performance of his/her duties, the employee shall be restored to regular employment status. Upon a finding by the College's examining physician that the employee continues to have a disability which prevents performance of his/her duties, the College President may require the employee to be examined by a physician from the New York State Department

c. If, prior to being deemed to have resigned, an employee provides suitable medical evidence in accordance with Section 23.4 (e) (3) of this Article which substantiates a claim of temporary disability the employee may be placed on sick leave. Any sick leave under this subdivision shall commence upon substantiation of a claim of temporary disability by suitable medical evidence.

§ 23.11 Absence — Extraordinary Circumstances

a. An employee who has reported for work and, because of extraordinary circumstances beyond the employee's control, for example, extreme weather conditions or physical plant breakdown, is directed by the College President, or designee, to leave work, shall not be required to charge such directed absence during such day against leave accruals. Any such release of employees shall not create any right to equivalent time off by employees who are not directed to leave work.

§ 23.12 Limitations

a. Term Appointments. Nothing contained herein shall be deemed to extend the term of appointment of employees, and all leaves of absence shall, in any event, terminate upon the expiration of such appointment.

ARTICLE 24

Access To Employees

§ 24.1 UUP representatives shall, on an exclusive basis, have access to employees at a College during working and/or non-working hours to explain UUP membership, services, programs and activities. UUP agrees that access under this Article shall not

interfere with College operations or performance by employees of their duties and responsibilities.

§ 24.2 The exclusive access provisions of this Article shall not be effective during organizational campaign periods or during periods following the expiration of unchallenged representation status as defined in the Civil Service Law, Section 208.

ARTICLE 25

Compensation of Department Chairpersons

§ 25.1 Members of the academic staff designated as department chairpersons may be paid a stipend for duties and responsibilities of that function subject to the following limitations:

a. The stipend may not exceed 10 percent of basic annual salary when paid for duties as department chairperson during the term of professional obligation. Payment of such stipend precludes extra service during the term of professional obligation.

b. A further stipend, not to exceed 10 percent of basic annual salary, may be paid to faculty having academic year professional obligations for duties as department chairperson which are performed solely during the summer after completion of the academic year professional obligation. Payment of such stipend precludes other summer employment within the University.

c. A combination of stipends under paragraphs (a) and (b) shall not exceed 20 percent of basic annual salary.

d. The stipend shall not be added to basic annual salary. The stipend shall be removed upon termination of the employee's designation as department

chairperson, whose salary thereafter shall be at the rate due as a regular member of the academic staff.

§ 25.2 Members of the academic staff designated as department chairperson who do not receive a stipend for duties and responsibilities of that function may perform extra service and may be employed during the summer under the usual rules and procedures applicable to such employment.

§ 25.3 The provisions of Section 25.1 pertaining to stipends shall not apply to employees in the medical and dental schools of University medical centers or health sciences centers whose budget certificate titles are "Professor and Department Chairman"; provided, however, the provisions of such Section pertaining to extra service and summer employment shall apply.

ARTICLE 26

Jury Service

§ 26.1 On proof of necessity of jury service, an employee shall be granted leave with pay without charge to leave credits. Leave with pay for jury service shall mean leave at the rate of pay the employee would have received had the employee not been on such leave.

ARTICLE 27

National and State Professional Meetings

§ 27.1 The State and UUP recognize the importance of attendance at national and state professional

meetings to professional growth and development and, accordingly, departments are encouraged to make funds available for attendance at such meetings.

ARTICLE 28

Medical Assistance

§ 28.1 Each College shall promulgate procedures to be followed in the event of a medical emergency involving an employee of the College while on the College premises.

ARTICLE 29

Clinical Practice

§ 29.1 A joint labor-management committee consisting of five members appointed by the Director of the Governor's Office of Employee Relations and five members appointed by the President of UUP shall be established to study and make recommendations to the Director of the Office of Employee Relations and the President of the United University Professions concerning the provision of malpractice insurance to members of approved clinical practice plans and the improvement of the administration of the clinical practice management plans.

§ 29.2 The State shall prepare, secure introduction and recommend passage of legislation in the amount of $50,000 for the term of this Agreement for expenditure by the Committee to study clinical practice in accordance with the above stated purposes.

§ 29.3 Recommendations made by the Committee will not be binding on either the State or UUP, although they may form the basis for future negotiations and/or such agreements as the parties may enter into.

§ 29.4 The provisions of the Trustee's Article shall be subject to review in the grievance procedure.

ARTICLE 30

Appointment, Evaluation and Promotion

§ 30.1 Appointments

a. Appointments of employees shall be made in accordance with Article XI of the Policies. After three consecutive years of full-time service on the basis of a temporary appointment, a full-time employee whose employment is continued on the basis of a temporary appointment shall be given the reasons for such appointment. The appropriate remedy for failure to receive such reasons shall be to have them provided.

§ 30.2 Evaluation and Promotion

a. Evaluation and promotion of employees shall be made in accordance with Article XII of the Policies.

b. Subject to provisions of this Agreement, the system of evaluation for professional employees shall be as specified in the Memorandum of Understanding dated May 29, 1981 between the University and UUP relating to a system of evaluation for professional employees, and the system of promotion for professional employees shall be as specified in the Memorandum of Understanding dated May 4, 1972

between the University and the Senate Professional Association (predecessor in interest to UUP) relating to a system of promotion for professional employees; provided, however, that Section V of the Memorandum of Understanding relating to promotion for professional employees shall not be continued. Such Memoranda of Understanding shall be statements of mutual intentions and shall not constitute agreements under Article 14 of the Civil Service Law or for any other purpose.

§ 30.3 The procedural steps of the Policies involving matters of appointment, evaluation or promotion of employees shall be subject to review in accordance with provisions of Article 7, Grievance Procedure. The procedural steps of the Policies regarding evaluation of professional employees are included in Appendix A-17.

§ 30.4

All employees shall, upon appointment, receive a notice of appointment or reappointment containing the following information:

1. Academic or professional rank, if applicable, and official State title;
2. Type of appointment, i.e., Term, Continuing, Permanent or Temporary;
3. Duration of appointment if a term, or expected duration if a temporary appointment;
4. Basic annual salary, if appropriate, or rate of compensation;
5. Effective date of appointment.

ARTICLE 31

Personnel Files

§ 31.1

a. Each College shall maintain, for official University purposes, an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and formal, written evaluation reports prepared in accordance with provisions of Article XII, Title A, § 3 and Article XII, Title C, § 4 of the Policies and such other written evaluations and/or recommendations as may be prepared by an immediate supervisor, Department Chairperson, Dean, Vice-President, or other persons serving in a supervisory capacity in a direct line, as appropriate, in connection with matters of appointment, evaluation, reappointment or promotion. With respect to the latter written evaluations and/or recommendations, those which pertain to reappointment shall be sent to the employee at the time they are prepared. All materials referred to in this section shall be available to an employee for review and response. In no event shall statements which are both unsolicited and unsigned be placed in the official personnel file.

b. Upon receipt of the "other written evaluations and/or recommendations" referred to in subdivision (a) which pertain to reappointment, an employee who has completed three or more consecutive years of service in a position of academic or qualified academic rank or in a professional title shall, upon written request, be entitled to a meeting with the person who prepared a written evaluation and/or recommendation described in this subdivision to

discuss the basis for such written evaluation and/or recommendation. The employee shall not be entitled to representation during such meeting. No part of the discussion held pursuant to provisions of this subdivision shall be subject to review in the grievance procedure. However, an employee may respond to information obtained during such discussion and may place in the employee's official personnel file or evaluative file any such response which is in writing.

§ 31.2

a. An employee shall have the right to examine the employee's personnel file during normal business hours. Statements solicited in connection with the employee's appointment, evaluation, reappointment or promotion, with the exception of the written evaluations or recommendations referred to in Section 31.1 above, shall not be available to that employee.

b. When a statement is solicited pursuant to Article 31.2(a) such statement shall be made available to that employee according to the respondent's reply to the following:

1. May the candidate read this recommendation? yes/no

2. May the candidate read this recommendation if all identification as to its source is deleted? yes/no

If the respondent does not reply to the above, or if the respondent's reply is negative, the statement shall not be available to the employee.

c. Upon an employee's request to review the official personnel file, the College shall prepare a log of those materials in the official personnel file which are both available to the employee for review and response pursuant to this Section, and were placed therein on or after the date of execution of this

Agreement. Such log shall be maintained in the employee's official personnel file. If upon review in the grievance procedure it is determined that such a log has not been prepared, maintained, or updated, the sole remedy shall be a direction to the College to, as appropriate, prepare, maintain, or update such log in conformity with this Section.

§ 31.3 A designated member of UUP, having written authorization from the employee concerned, and in the presence of a representative of the University, may examine the official personnel file of the employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written notice of discipline served upon the employee by the University.

§ 31.4 Copies of materials in an employee's official personnel file to which the employee is permitted access pursuant to provisions of this Article shall be made available to the employee upon request and at the employee's expense and the employee may file a statement in response to any such item.

§ 31.5 Unless prohibited by law, an employee shall be notified of any request for access to the employee's official file other than related to official University purposes.

§ 31.6

a. Where, in connection with consideration of an academic employee for appointment, reappointment, or promotion, a file of evaluative material is developed by a committee or committees of academic employees which may exist to evaluate and make recommendations with respect to appointment, reappointment, or promotion of an academic employee,

and where such file is submitted to the College President or the last management administrative officer of the College for consideration, the academic employee to whom the file pertains shall have the right to examine such file and file a statement in response to any item contained therein; provided, however, statements solicited in connection with the employee's appointment, reappointment, or promotion and any documents which would identify the source of the statements, shall not be available to the employee.

b. Where, in connection with consideration of a professional employee for appointment, reappointment, or promotion, a file of evaluative material is developed by a committee or committees of professional employees which may exist to evaluate and make recommendations with respect to appointment, reappointment or promotion of a professional employee, and where such file, or the personnel file, or part thereof, if that is the file that is used, is submitted to the College President or the last management administrative officer of the College for consideration, the professional employee to whom the evaluative or personnel file, or part thereof, pertains shall have the right to examine such file and file a statement in response to any item contained therein; provided, however, statements solicited in connection with the employee's appointment, reappointment, or promotion and any documents which would identify the source of the statements shall not be available to the employee.

c. Examination of the file and response to material contained therein to which the employee has access pursuant to this Section shall take place after the file has been submitted to the College President or the

last management administrative officer of the College but prior to this officer's consideration of its content. The College President or this management administrative officer of the College, or designee, shall notify the employee when the file is available for examination. The employee may then arrange with the College President or this management administrative officer of the College, or designee, to examine the file.

d. Nothing contained herein shall prevent the management administrative officer of the College referred to in subdivision (c) or the College President from taking such action as the College President may deem necessary to meet notice requirements in the event of non-renewal of term appointments.

§ 31.7 During the term of this Agreement, there shall be a Statewide Solicited Letter Committee consisting of four representatives appointed by the State and four representatives appointed by UUP.

a. This committee will study the practice of academic institutions with regard to solicited letters.

b. The committee shall study and make recommendations to the Director of the Governor's Office of Employee Relations and the President of United University Professions concerning the issues.

c. Recommendations made by the committee will not be binding on either the State or UUP, although they may form the basis for future negotiations and/or such agreements as the parties may enter into.

d. The committee will complete the study, if practicable, within a year after funding authorization by the Legislature.

ARTICLE 32

Notice of Non-Renewal

§ 32.1 Written notice that a term appointment is not to be renewed upon expiration is to be given to the employee by the College President, or designee, not less than:

a. 45 calendar days prior to the end of a part-time service term appointment.

b. Three months prior to the end of a term expiring at the end of an appointee's first year of uninterrupted service within the University, but not later than March 1 for terms ending in June, July or August;

c. Six months prior to the end of a term expiring after the completion of one, but not more than two years of an appointee's uninterrupted service within the University, but not later than December 15 for terms ending in June, July or August; and

d. Twelve months prior to the expiration of a term after two or more years of uninterrupted service within the University.

ARTICLE 33

Job Security Review Procedures

§ 33.1 Definitions

a. "Professional staff" shall mean all persons occupying positions designated by the Chancellor as being in the unclassified service.

b. "Initial academic review" shall mean a review and recommendation by a committee of academic employees at the departmental level or, in the event academic employees are not organized along depart-

mental lines, at the division, school, college or other academic employee organizational level next higher than the departmental level, which may exist for the purpose of evaluating an academic employee for continuing appointment.

c. "Subsequent academic review" shall mean a review and recommendation by a committee of academic employees at the division, school, college or other academic employee organizational level next higher than the initial academic review committee which may exist for the purpose of evaluating an academic employee for continuing appointment.

d. "Immediate supervisor" shall mean the person designated by the College President for purposes of evaluating a professional employee pursuant to the Policies of the Board of Trustees.

e. "Working days" shall mean Monday through Friday, excluding holidays.

§ 33.2 Request for Reasons

a. An academic or professional employee, within 10 working days following receipt of written notice that the employee's term appointment will not be renewed upon its expiration, further employment following which expiration would be required by the Policies of the Board of Trustees to be on the basis of continuing or permanent appointment, as the case may be, may submit to the College President, in writing, a request that the employee be apprised of the reasons for the notice of non-renewal.

§ 33.3 Response of College President

a. Within 10 working days following receipt by the College President of the employee's request pursuant to Section 33.2 of this Article, the College President shall respond thereto in writing. Such response shall be as follows:

1. Academic Employees

A. Where the initial academic review committee has recommended that the employee not be granted continuing appointment, the College President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of such committee and the employee shall receive no further consideration of the non-renewal of the term appointment.

B. Where the initial academic review committee has recommended that the employee be granted continuing appointment and the subsequent academic review committee, if any, has not so recommended, the College President shall indicate the reasons for the notice of non-renewal and the employee shall receive no further consideration of the non-renewal of the term appointment.

C. Where the initial academic review committee has recommended that the employee be granted continuing appointment and a subsequent academic review committee, if any, has recommended that the employee be granted continuing appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

2. Professional Employees

A. Where the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of the appropriate member of the professional staff and the employee shall receive no further consideration of the non-renewal of the term appointment; provided, however, where, throughout the employee's employ-

ment, each of the employee's formal, written evaluation reports prepared in accordance with provisions of Article XII, Title C, §4 of the Policies have characterized the employee's performance as "satisfactory" and the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

B. Where the employee's immediate supervisor has recommended that the employee be granted permanent appointment, the College President shall indicate the reasons for the notice of non-renewal and shall inform the employee of the right to a review.

§ 33.4 Procedure for Review

a. Within 10 working days following receipt by an employee of notification, in writing, by the College President of the right to a review of the reasons for non-renewal, such employee may submit to the Chancellor a request, in writing, that the Chancellor, or designee, review the reasons for such notice of non-renewal.

b. Within 10 working days following receipt by the Chancellor of the employee's request for review submitted pursuant to subdivision (a) of this Section, the Chancellor, or designee, shall acknowledge the employee's request and shall notify both the employee and the College President that a review of the matter shall take place by an ad hoc tripartite committee of members of the professional staff at the employee's campus, to be known as the Chancellor's Advisory Committee.

c. Within 10 working days following their receipt of the communication of the Chancellor, or designee, referred to in subdivision (b) of this Section, the

College President and the employee each shall designate, in writing, a member of the professional staff of the College to serve on the Chancellor's Advisory Committee. Copies of the respective designations shall be provided to the employee, the College President and the Chancellor as appropriate.

d. Within five working days of their designation, the two members of the Chancellor's Advisory Committee shall designate, in writing, a third member from among a panel of members of the professional staff at the employee's College to be determined in accordance with provisions of Section 33.5 of this Article. Upon designation of the third member, who shall be Chairperson, the Chancellor's Advisory Committee shall be deemed to be fully constituted. Copies of the Chairperson's designation shall be provided to the employee, the College President and the Chancellor. In the event the two members of the Chancellor's Advisory Committee cannot mutually agree upon a Chairperson, selection of the Chairperson shall be accomplished by alternately striking names from the College Panel until one name remains. The right of first choice to strike shall be determined by lot.

e. Within five working days following the designation of the Chairperson, the Chancellor's Advisory Committee shall convene to review the reasons upon which the employee was provided written notice that the term appointment would not be renewed upon its expiration. The scope of the review conducted by the Chancellor's Advisory Committee shall not exceed the following:

1. Where the reasons for the notice of non-renewal were the employee's performance or competence, the Chancellor's Advisory Committee may review the

substance of the judgments relating to such performance or competence.

2. Where the reasons for the notice of non-renewal involved matters of program, the review conducted by the Chancellor's Advisory Committee shall be limited to the sole question of whether the notice of non-renewal was in fact based upon such considerations when issued. The Chancellor's Advisory Committee shall not be empowered to determine the correctness of determinations of the College President involving matters other than the employee's performance or competence, but shall satisfy itself that the matters of program were the reasons for the decision and shall so state to the Chancellor.

f. The Chancellor's Advisory Committee shall conclude its review within 45 calendar days following the designation of the Chairperson. Within five working days following conclusion of its review, the Chancellor's Advisory Committee shall forward its recommendations, in writing, to the Chancellor.

g. Following receipt of the Committee's recommendations, the Chancellor, pursuant to the Policies of the Board of Trustees, shall, within 60 calendar days, take such action as may, in the Chancellor's judgment, be appropriate and shall notify, in writing, the employee, the Committee, and the College President.

h. If a majority of the members of the Chancellor's Advisory Committee recommend in favor of according continuing or permanent appointment, and the Chancellor does not award continuing or permanent appointment, then, in the final year following the notice of non-renewal, the College President shall either

1. reconsider the non-renewal action in light of the recommendations of the Chancellor's Advisory Committee and take such action as may, in the College President's judgment, be appropriate and shall notify, in writing, the employee, the Committee, and the Chancellor of the result or

2. offer to pay the employee a portion of such employee's salary in lieu of actual service for the remaining period of employment prior to the effective date of the notice of non-renewal. The amount of such payment shall not exceed half the amount of salary the employee would otherwise be paid during a six month period of service at the employee's basic annual salary rate in effect at the time the offer is made. The employee's election to accept such offer must be in writing and is final, and binding and may not thereafter be withdrawn. The State shall prepare, secure introduction and recommend passage by the Legislature of legislation to provide this option.

This subdivision shall not operate to change the effective date of non-renewal or result in any additional review under this article.

§ 33.5 College Panel

a. The Chairperson of any ad hoc tripartite Chancellor's Advisory Committee shall be selected from a panel of members of the professional staff at an employee's college determined by mutual agreement of the College President and UUP Chapter President. Such panel shall consist of an odd number, not less than nine. In the event the College President and the UUP Chapter President do not agree upon a panel within 90 days from the execution of this Agreement, selection of the panel shall be completed by the University Assistant Vice Chancellor for Employee Relations and Educational Services and the UUP President.

§ 33.6 The provisions of this Article shall not be deemed to create any manner of legal right, interest, or expectancy in any appointment to continuing appointment or permanent appointment. Pursuant to the Policies of the Board of Trustees, a term appointment shall automatically expire at the end of its specified period.

§ 33.7 Neither provisions of this Article nor any review conducted pursuant thereto, shall be subject to the provisions of Article 7, Grievance Procedure, of this Agreement. Issues involving the timeliness of actions under this Article shall be referred by UUP, in writing, by certified mail, to the Governor's Office of Employee Relations for resolution. UUP shall be advised of the resolution within 15 calendar days from the date the issues of timeliness were received by the Governor's Office of Employee Relations.

ARTICLE 34

Transfer Rights

§ 34.1 Employees who desire to transfer to vacancies at other Colleges within the University shall be given consideration for such vacancies.

§ 34.2

a. The University will provide UUP with copies of vacancy announcements pertaining to academic and professional positions as such announcements are received from the Colleges in the University.

b. Each College will provide the local UUP with copies of vacancy announcements pertaining to academic and professional positions at the College as such announcements are prepared. Each College will also develop and maintain procedures for publicizing

vacancy announcements pertaining to its positions, as well as vacancy announcements which it receives from other Colleges within the University.

§ 34.3 No employee shall be transferred to another College within the University without the employee's consent.

§ 34.4 No employee shall, because of transfer, lose rights as defined by this Agreement.

§ 34.5 When a department, program, or other unit is transferred from one College in the University to another College in the University, any employee who transfers with the department, program or unit shall receive the following benefits to the extent permitted by applicable law, rule, or regulation:

a. Title and salary. The employee shall retain the same title and salary which the employee held on the date of transfer.

b. Seniority for purposes of retrenchment. The employee shall receive the seniority for purposes of retrenchment as held on the date of transfer.

c. Appointments. An academic employee who held a continuing appointment on the date of transfer shall retain continuing appointment. A professional employee who held a permanent appointment on the date of transfer shall retain permanent appointment.

d. Prior service credit. An employee who held a term appointment on the date of transfer shall be granted a new term appointment for a duration of not less than the unexpired time of the previous term appointment held on the date of transfer and shall be credited with all prior continuous service in the University up to a maximum of four years for purposes of eligibility for permanent or continuing appointment.

e. Sick leave. An employee shall be credited with the sick leave accruals which the employee had on the date of transfer.

f. Vacation and compensatory time. An employee shall be credited with the vacation leave accruals and the compensatory days granted pursuant to Subsection 23.5 which the employee had on the date of transfer.

ARTICLE 35

Retrenchment

§ 35.1 Retrenchment shall be defined as the termination of the employment of any academic or professional employee during any appointment, other than a temporary appointment which may be terminated at any time, as a result of financial exigency, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs or functions or curtailment of one or more programs or functions University-wide or at such level of organization of the University as a College, department, unit, program or such other level of organization of the University as the Chancellor, or designee, deems appropriate.

§ 35.2

a. Consistent with the operating needs of the level of organization of the University deemed appropriate for retrenchment, the Chancellor, or designee, after such consultation as may, in the Chancellor's judgment, be appropriate, shall apply retrenchment among employees holding the positions subject to retrenchment at such level of organization in inverse order of appointment within each affected group of employees hereinafter referred to, as follows:

1. Part-time employees holding term appointments before full-time employees holding term appointments.

2. Full-time academic employees holding term appointments before academic employees holding continuing appointments.

3. Part-time academic employees holding continuing appointments before full-time academic employees holding continuing appointments.

4. Full-time professional employees holding term appointments before professional employees holding permanent appointments.

5. Part-time professional employees holding permanent appointments before full-time professional employees holding permanent appointments.

b. For purposes of determining order of appointment of employees, prior service on the basis of a temporary appointment, without interruption of employment, shall be counted.

c.

1. In the case of a potential retrenchment of an academic employee serving in a position at a level of organization below the level of an academic department or its equivalent (hereinafter "academic department") who has seniority in the academic department (as determined by application of Section 35.2 (a) and (b) to the academic department), the following procedure is to be followed: The Chancellor, or designee, shall give consideration to the retention of such employee in such academic department; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of a position remaining in the academic department after retrenchment.

2. In the case of a potential retrenchment of an academic or professional employee serving in a position at a level of organization below the level of a professional program, unit or equivalent (hereinafter "professional program"), who has seniority in the professional program (as determined by application of Section 35.2 (a) and (b) to the professional program), the following procedure is to be followed: The Chancellor, or designee, shall give consideration to the retention of such employee in such professional program; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of a position remaining in the professional program after retrenchment.

3. In the case of a potential retrenchment of an academic employee serving in a position which is not part of an academic department or professional program the following procedure is to be followed: (i) the seniority of the employee is to be determined by application of Section 35.2 (a) and (b) to other academic employees at the College serving in positions which are not part of an academic department or professional program and which remain after retrenchment; (ii) in the event the employee subject to retrenchment has seniority as determined in (i) above, the Chancellor, or designee, shall give consideration to the retention of such employee in a position described in (i) above; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of said position.

4. In the case of a potential retrenchment of a professional employee serving in a position which is

not part of a professional program the following procedure is to be followed: (i) the seniority of the employee is to be determined by application of Section 35.2 (a) and (b) to other professional employees at the College serving in positions which are not part of a professional program and which remain after retrenchment, who hold the same professional title as the employee subject to retrenchment or who hold a lower level professional title in a direct promotion line; (ii) in the event the employee subject to retrenchment has seniority as determined in (i) above, the Chancellor, or designee, shall give consideration to the retention of such employee in a position described in (i) above; such consideration to consist of the judgment of the Chancellor, or designee, with respect to the ability of such employee to perform the required professional obligation of said position.

5. With due regard for the operating needs of the academic department, or the professional program, or the College with respect to positions not part of an academic department or professional program, the criteria for consideration for retention pursuant to this paragraph (c), as appropriate, may include but shall not be limited to demonstrated mastery of subject matter, teaching experience, professional experience, research, and University service.

6. If the Chancellor, or designee, pursuant to the provisions of this paragraph (c), makes a determination in favor of the retention of an employee having seniority, the following procedure shall apply: (i) where practical, the most junior employee performing a professional obligation which, in the judgment of the Chancellor, or designee, an employee having seniority has the ability to perform shall be subject to

retrenchment; (ii) the Chancellor, or designee, shall give consideration for retention, pursuant to provisions of this paragraph (c), to employees subject to retrenchment under (i) above.

7. A professional employee retained in a professional title through operation of this paragraph (c) shall: (i) retain permanent appointment held at the time of retention; (ii) continue to receive the basic annual salary at the time of retention if that salary is at or below the normal maximum of the professional rank of the professional title in which the employee is retained; otherwise the basic annual salary shall be the normal maximum of the professional rank of the professional title in which the employee has been retained.

8. Review in the grievance procedure of the provisions of this paragraph (c) shall be limited to the procedural issue of whether consideration for retention was given. Such issue may be processed through Step 3 only.

§ 35. 3

a. The State will notify, in writing, the persons affected by retrenchment as soon as practicable recognizing that, where circumstances permit, it is desirable to provide the following notice of termination:

1. For those holding a term appointment, at least one semester.

2. For those holding a continuing or permanent appointment, at least two semesters.

b. Notice of termination shall be sent by certified mail and shall contain a statement of the reasons for retrenchment. If notice of termination is less than the notice provided for in subdivision (a), the reasons for the shorter notice shall also be provided. A copy of the notice shall be sent to the local UUP Chapter President.

c. Following the decision respecting the level of organization of the University appropriate for retrenchment at a College, the Chancellor, or designee, shall inform, in writing, UUP of the level of organization at which retrenchment at such College will occur and the reason for such retrenchment.

d. Prior to the issuance of the written notification referred to in subdivision (a) of this section, where retrenchment is to be at a level of organization below the level of an academic department or its equivalent or below the level of a professional program, unit or equivalent:

1. The University, upon written request from UUP, will provide UUP with a briefing concerning the facts and reasoning used to specify that such level of organization at which retrenchment will occur exists. The briefing will also include an opportunity to discuss such rationale.

2. After such briefing, the Director of Employee Relations, or designee, upon written request from UUP, shall provide UUP with an opportunity to discuss the information received from the University during such briefing.

3. Nothing contained herein shall prevent the Chancellor, or designee, from implementing retrenchment. Nothing contained herein shall abridge the union's or grievant's rights to grieve that retrenchment.

4. Review in the grievance procedure of the provisions of this paragraph (d) shall be limited to the procedural issues of whether UUP received advance notice and whether UUP received information concerning the facts and reasoning mentioned above. The substance and sufficiency of the briefing pro-

vided hereunder shall not be reviewable in the grievance procedure.

e. Service Exchange. At any time following issuance of the written notification referred to in subdivision (a) of this section, the Chancellor, or designee, may offer to pay the employee a portion of such employee's salary in lieu of actual service. The amount of such salary shall not exceed the salary to which such employee would otherwise have been entitled had the employee remained in service until the termination date contained in the written notication of retrenchment. The employee's election to accept such offer must be in writing and is final, and binding and may not thereafter be withdrawn. The State shall prepare, secure introduction and recommend passage by the Legislature of legislation to provide this service exchange.

§ 35.4

a. Prior to the effective date of either retrenchment or a service exchange and for a period of six months following the effective date of either retrenchment or a service exchange, whichever is sooner, the University shall give special consideration for placement within the University to an employee who has been notified that the employee's services will be terminated as a result of retrenchment, or whose services have been terminated as a result of retrenchment, provided that a suitable position for which the employee is available.

b. The procedure for University-wide special consideration shall be as follows:

1. The University, through its Assistant Vice Chancellor for Personnel, will send copies of vacancy announcements received from the Colleges

in the University to each employee who is entitled to special consideration as provided in this Section.

2. An employee entitled to special consideration shall have the right to apply for any position described in a vacancy announcement for which the employee believes himself/herself to be qualified.

3. Applications submitted by employees entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, an employee must specify in the application that the application is being submitted in accordance with the special consideration procedure.

4. Qualified rank shall be used for academic employee appointments effected under this Section only in those cases where an employee had been serving on the basis of continuing appointment in a position at a College different from the position to which the employee is appointed at that College under this Section, or where, due to an employee's length of service at a College, consideration for continuing appointment at that College would be required in less than two full academic years from the date of appointment under this Section.

§ 35.5

a. Following the expiration of University-wide special consideration rights provided for in Section 35.4, an employee shall be entitled to an additional 18 months of special consideration for placement within the College at which the employee was employed at the time of retrenchment, provided that a suitable position for which the employee is qualified is available.

b. The procedure for College-wide special consideration shall be as follows:

1. The College President, or designee, will send copies of vacancy announcements pertaining to positions at the College to each employee who is entitled to special consideration as provided in this Section.

2. An employee entitled to special consideration shall have the right to apply for any position described in a vacancy announcement for which the employee believes himself/herself to be qualified.

3. Applications submitted by employees entitled to special consideration will be acted upon before applications submitted by other persons. To obtain such action, an employee must specify in the application that the application is being submitted in accordance with the special consideration procedure.

4. Qualified rank shall be used for academic employee appointments effected under this Section only in those cases where an employee had been serving on the basis of continuing appointment in a position at a College different from the position to which the employee is appointed at that College under this Section, or where, due to an employee's length of service at a College, consideration for continuing appointment at that College would be required in less than two full academic years from the date of appointment under this Section.

§ 35.6

a. For a period of four years following the effective date of either retrenchment or a service exchange, whichever is sooner, irrespective of the employee's acceptance of a temporary appointment within the University during the interim, an employee removed as a result of retrenchment shall be offered reemployment in the same position at the College at which the employee was employed at the

time of retrenchment should an opportunity for such reemployment arise. The term "same position" shall mean a position at the College equivalent in its content, duties, responsibilities, requirements and obligations to that held by the employee at the time of retrenchment. To facilitate communication concerning reemployment, it shall be the employee's responsibility to ensure that the College's records reflect the employee's current address. Offers of reemployment pursuant to this Section shall be made in inverse order of retrenchment. Any such offer of reemployment must be accepted within 15 working days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Section. In the event such offer of reemployment is accepted, the employee, upon commencement of such reemployment, shall receive the following benefits to the extent permitted by applicable law, rule or regulation:

1. Seniority for purposes of retrenchment. The employee shall receive the same seniority for purposes of retrenchment as held on the effective date of either retrenchment or a service exchange, whichever is sooner.

2. Appointments. An academic employee who held a continuing appointment on the effective date of either retrenchment or a service exchange, whichever is sooner, shall resume continuing appointment. A professional employee who held a permanent appointment on the effective date of either retrenchment or service exchange, whichever is sooner, shall resume permanent appointment.

3. Prior service credit. An employee who held a term appointment on the effective date of either retrenchment or a service exchange, whichever is sooner, shall be granted a new term appointment and shall be credited with all prior continuous service in the University up to a maximum of four years for purposes of eligibility for permanent or continuing appointment.

4. Sick Leave. An employee shall be credited with the sick leave accruals which the employee had on the effective date of either retrenchment or a service exchange, whichever is sooner.

b. On a quarterly basis, the University will provide UUP with a list of employees to whom the provisions of this Section apply. UUP shall be provided with a copy of any offers of reemployment made pursuant to provisions of this Section.

§ 35.7

a. For a period of two years following the effective date of either retrenchment or a service exchange, whichever is sooner, irrespective of the professional employee's acceptance of a temporary appointment within the University during the interim, a professional employee holding a permanent appointment or a term appointment with a balance of more than six months removed as a result of retrenchment shall be offered reemployment in the same position at a similar college from which the employee was employed at the time of retrenchment should an opportunity for such reemployment arise. (See Appendix A-18 for a list of similar colleges). The term "same position" shall mean a position at a similar college equivalent in its content, duties, responsibilities, requirements and obligations to that held by the employee — at the time of retrenchment. To facilitate

communications concerning reappointment, it shall be the employee's responsibility to ensure that the college's records reflect the employee's current address. Offers of reemployment pursuant to this Section shall be made after offers of reemployment provided for in Section 35.6 of this Article. In addition, offers of reappointment made pursuant to this Section should more than one retrenched employee apply for a position and if it is determined that the position to be filled is the same position for more than one employee shall be determined by seniority. Any such offer of reemployment must be accepted within 15 working days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer is made. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Section. In the event such offer of employment is accepted, the employee, upon commencement of such reemployment shall receive the following benefits to the extent permitted by applicable law, rule or regulation:

1. Seniority for the purposes of retrenchment. The employee shall receive the same seniority for purposes of retrenchment as held on the effective date of either retrenchment or a service exchange, whichever is sooner.

2. Appointments. A professional employee who held a permanent appointment on the effective date of either retrenchment or a service exchange, whichever is sooner, shall be granted a three-year term appointment with a review for permanent appointment prior to its expiration.

3. Prior service credit. An employee who held a term appointment on the date of termination by reason of retrenchment shall be granted a new term appointment for the balance of the term that was in effect on the effective date of either retrenchment or a service exchange, whichever is sooner, and with all prior continuous service in the University up to a maximum of four years for purposes of eligibility for permanent appointment.

§ 35.8 Employees whose services are terminated as a result of retrenchment shall continue to be covered by the State Health Insurance Plan for a period not to exceed one year as provided in 3 NYCRR 73.2 (a)(3)(ii).

§ 35.9

a. A single Statewide Continuity of Employment Fund shall be established which shall be administered by a Statewide committee consisting of four representatives appointed by the State and four representatives appointed by UUP.

b. The Committee shall:

1. Study employee displacement problems arising from economy RIF's, programmatic reductions and curtailments, close downs, relocations, reallocation of resources, consolidations and technological changes, relating to employees in the Professional Services Negotiating Unit.

2. Make recommendations for the solution of these problems, including but not limited to the use of normal and induced attrition, sharing available State job opportunities, transition to work in the labor market beyond State employment, placement within State employment, and the training or retraining of retrenched or high risk employees for other employ-

ment. Specifically, retraining funds will be available to employees whose services have been terminated due to retrenchment or who have been notified that their services will be terminated due to retrenchment and to those employees that the committee may deem to be in high risk categories. To administer the retraining funds, the committee shall develop procedures within 90 days following the execution of the Agreement and shall submit the procedures to the State and the UUP for review and approval. Upon their approval the procedures shall be promulgated to employees. In addition, the Committee shall study and make recommendations to the Director of the Office of Employee Relations and the President of the United University Professions concerning the feasibility of providing Article 35.7 rights to academic employees.

c. Recommendations made by the Committee will not be binding on either the State or UUP, although they may form the basis for future negotiations and such agreements as the parties may enter into.

d. The State shall prepare, secure introduction and recommend passage of legislation in the amount of $300,000 for each year of this Agreement for expenditure in the Continuity of Employment Fund in accordance with the above-stated purposes. Fifty thousand ($50,000) dollars of the second and third year's amount shall be apportioned for use during the life of the Agreement should these funds be needed by the Affirmative Action Committee described in Article 10.6. The unexpended portion of any year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

ARTICLE 36

Program for Tuition Assistance

§ 36.1 The State agrees to continue the existing tuition assistance program using a "space available" concept. When space is available, employees may enroll in a course on a tuition-free basis subject to the following requirements:

a. The University determines when space is available, recognizing that such determination must be made in sufficient time to permit enrollment by employees;

b. Employees must meet course prerequisites;

c. All fees other than tuition shall be paid by employees;

d. Employees may enroll in a maximum of one course per semester and special session, for example, summer session and intersession;

e. Minimum enrollment requirements established by the University as a necessary condition for offering a course shall not be affected by students interested in enrolling in a course on a space available basis;

f. The program shall continue for the term of the Agreement.

ARTICLE 37

Retirement Income Supplementation Programs

§ 37.1 The TIAA-CREF supplemental retirement annuity program which is currently available to State University managerial employees shall continue to be made available to employees.

§ 37.2 An additional annuity contract may be provided through United University Professions pursuant to 28 United States Code, §403(b) from any "financial organization" [as defined in State Finance Law, §201.6(a)] in which employees may participate by voluntary payroll deductions to be transmitted directly to the financial organization by the State Comptroller.

§ 37.3 An individual retirement account plan may be provided, through United University Professions, by a "financial organization" (as defined in State Finance Law, §201.6) pursuant to the Economic Recovery Tax Act of 1981 (P.L. 97-34) in which employees may participate by voluntary payroll deductions.

ARTICLE 38

Parking

§ 38.1 UUP recognizes that the State may modify existing parking facilities for purposes including, but not limited to, construction of new buildings, roadways or other improvements. In the event that existing parking is impacted by such modifications, the State and UUP shall meet to consider alternatives for such parking. Such consideration shall include the issues of transportation to and from parking areas and parking for the handicapped.

§ 38.2 The parking fee structure for the parking lot adjoining SUNY Plaza in Albany shall be governed by the Memorandum of Understanding between the State and UUP dated April 25, 1984 concerning parking fees for employees who park in employee parking facilities operated in and around Albany by the Office of General Services, Bureau of Parking Services.

§ 38.3 The status quo will be maintained for parking facilities presently provided without charge and no existing charge for parking facilities shall be increased or decreased without negotiations pursuant to this Article. The State and UUP, upon the demand by either party, shall reopen negotiations concerning parking fees for employees in the unit, in any parking facility not covered by the aforementioned Memorandum of Understanding. Such negotiations shall be held at the appropriate level. The President of UUP, and the Director of the Governor's Office of Employee Relations, shall be notified prior to commencement of negotiations and either party shall have the option of participating in the negotiations. Disputes arising from such negotiations shall be submitted to last offer binding arbitration through procedures to be developed by the parties.

ARTICLE 39

Health Insurance

§ 39.1 (a) The State shall continue to provide all the forms and extent of coverage as defined by the contracts in force on June 30, 1985 with the State's health insurance carriers unless specifically modified by this Agreement.

(b) The State will continue coverage for birthing centers, home health care benefits, hospice and skilled nursing facility care as specified in the Memorandum of Understanding dated November 18, 1982.

§ 39.2 The State shall establish a new comprehensive statewide health insurance plan, the Empire Plan, which will replace the current Statewide Plan

and GHI Option, effective on June 1, 1986. The Statewide Plan and GHI Option will cease to be available upon implementation of the new Empire Plan.

§ 39.3 Until June 1, 1986, benefits and the State's percentage of contribution towards the cost of the Statewide Plan and equivalent dollar amounts towards the GHI and HMO Options, as defined by contracts in force on June 30, 1985, or modified herein, will remain in effect. Enrollees of the Statewide Plan and GHI Option will be transferred to coverage under the new Empire Plan on its implementation date, unless such enrollees elect alternate coverage under a participating Health Maintenance Organization.

§ 39.4 (a) The Empire Plan shall include hospital coverage to at least the same level of benefits as defined by the Statewide Plan hospital contract in force on June 30, 1985.

(b) The Empire Plan shall include medical/surgical coverage through use of participating providers, who will accept the Plan's schedule of allowances as payment in full for covered services. In these cases, benefits will be paid directly to the provider at 100% of the Plan's schedule not subject to deductible, co-insurance, or annual/lifetime maximums.

(c) The Empire Plan shall also include major medical coverage to provide benefits when non-participating providers are used. These benefits will be paid directly to enrollees according to reasonable and customary charges and will be subject to deductible, co-insurance, and calendar year and lifetime maximums.

(d) The Empire Plan participating provider schedule will be at least equal to the GHI participating provider payment schedule in effect on January 1,

1986. The Empire Plan Major Medical reasonable and customary levels will be at least equal to the Metropolitan Major Medical reasonable and customary levels in effect immediately prior to the implementation of the Empire Plan.

(e) The State agrees to pay 90% of the cost of individual coverage and 75% of the cost of dependent coverage provided under the Empire Plan.

(f) The State agrees to continue to provide alternative Health Maintenance Organization coverage (HMO) and agrees to pay equal dollar amounts per employee opting for coverage with a participating HMO as is paid towards the Empire Plan; however, such payment shall not exceed the actual cost of such optional coverages.

§ 39.5 UUP Empire Plan Enhancements. In addition to the basic Empire Plan benefits, the Empire Plan for UUP employees shall include:

(a) The major medical component deductible shall be $150 per individual in any year. The total family deductible shall not exceed $450 in any year.

(b) The maximum enrollee co-insurance out of pocket expenses under the major medical component shall be $850 per individual or family in any year. Covered expenses for outpatient treatment by a psychiatrist, psychologist or certified social worker are excluded in determining the $850 maximum co-payment limit.

(c) The well baby allowance under the major medical component shall increase to $100, not subject to deductible or co-insurance.

(d) The annual maximum for each covered member under the major medical component shall increase from $100,000 to $1,000,000.

(e) Services for examinations and/or purchase of hearing aids shall be a covered major medical benefit and shall be reimbursed up to a maximum of $150 once every three years. These benefits shall not be subject to the deductible or co-insurance.

§ 39.6 The State shall implement a pre-hospital admission review program for Empire Plan enrollees. The pre-admission review will incorporate the existing programs for second surgical consultation, pre-admission testing and ambulatory surgery. The pre-admission review program shall not apply to emergency, urgent or maternity admissions.

§ 39.7 The State shall implement a concurrent inpatient psychiatric review program for Empire Plan enrollees. Inpatient confinements for psychiatric care will be reviewed by psychiatric professionals to ensure that the treatment rendered is in the best interest of the patient.

§ 39.8 The State shall institute a voluntary medical case management program for Empire Plan enrollees. If requested by the patient, the program will review cases of catastrophic illness or injury and arrange for flexibility in payment by the Empire Plan to permit patient care which is most appropriate.

§ 39.9 After implementation of the Empire Plan active employees may change from the Empire Plan to an available HMO or vice versa once each year during an open transfer period, to be established at the State's discretion. Transfers between HMOs and the Empire Plan will be permitted without regard to the employee's age or the number of previous transfers.

§ 39.10 Eligible employees in the State health insurance plan may elect to participate in a federally qualified or State certified Health Maintenance Organization (HMO) participating in the State health insurance program on the same basis specified for optional coverage under Civil Service Law, Section 167.1. If more than one HMO serves the same area, the State reserves the right to contract with only one such organization.

§ 39.11 The State shall provide toll-free telephone service at the Department of Civil Service Health Insurance Section for information and assistance to employees and dependents on health insurance matters.

§ 39.12 The State shall provide health insurance comparison information to employees, throughout State agencies, prior to the beginning of an open transfer period. If the comparison information is delayed for any reason, the transfer period shall be extended for a minimum of 30 calendar days beyond the date the information is distributed to the agencies. Employees transferring plans during a scheduled period but prior to the provision of the comparison data, may elect to further alter or rescind his or her health plan transfer during the remainder of the open transfer period.

§ 39.13 Outpatient Psychiatric Benefits

(a) The Statewide Plan shall provide payment of 80% of reasonable and customary charges up to $40 per visit to a maximum limit of $1,500 until May 31, 1986. Payment for outpatient psychiatric care for services rendered prior to July 1, 1985 will not be counted towards the $1,500 maximum benefit level.

(b) To encourage ready access to necessary and appropriate mental health services in times of crisis but to discourage protracted use and over dependence of mental health treatment, outpatient services for the treatment of mental and nervous conditions, will be covered under the Empire Plan on June 1, 1986 as follows:

(1) Crisis intervention coverage; per occurrence of crisis (sudden event requiring psychiatric intervention) up to three (3) visits will be paid in full up to $60 per visit, not subject to any major medical deductible or co-payment.

(2) Coverage for additional visits after such "crisis" intervention or for other visits not directly related to a recent/sudden crisis occurrence will also be provided subject to satisfaction of the Plan's major medical benefit deductible as follows:

(a) Up to ten (1-10) such visits will be covered at 80% of usual and customary charge not to exceed a maximum per visit payment of $48.

(b) If necessary, additional visits after visit number 10 will be covered with a maximum payment of $40 per visit.

(c) Regardless of level of benefits outlined above, provider statements as to the necessity of treatment will be required by the medical carrier for the Plan throughout the course of treatment. Only when this case-by-case review identifies the appropriateness of further treatment will continued coverage be available.

(d) Such outpatient psychiatric benefits shall not apply to the Empire Plan's Major medical out-of-pocket annual maximum.

§ 39.14 Outpatient Hospital Care

Effective July 1, 1985, the requirement of the current hospital contract for the existing Statewide Plan and GHI Option that emergency care for sudden onset of an illness be given within 12 hours after the first appearance of the symptoms of the illness in order for coverage to be available will be changed to require such care to be given within 24 hours after the first appearance of the symptoms of the illness in order for coverage to be available. The 24 hour requirement will apply to the Empire Plan.

§ 39.15 When more than one family member is eligible to enroll for coverage under the State's health insurance plan, there shall be no more than one individual and dependent enrollment permitted in any family unit. Where both spouses are employees of the State, at the option of the couple, one family policy may be elected with the State paying the entire monthly cost of the family coverage up to the full cost of the Empire Plan. An equal dollar amount will be applied toward the cost of alternative HMO coverage. In the event of termination of employment, death, disability or retirement of one of the employees, or divorce, continued coverage will be made available to the parties for individual or family policies without evidence of insurability, regardless of the date of the next open transfer period.

§ 39.16 The State shall prepare, secure introduction and recommend passage of legislation which shall permit part-time employees who perform less than half a professional obligation to participate on a full premium cost basis by the employee in the State health insurance program.

§ 39.17 The confidentiality of individual subscriber claims shall not be violated. Except as required to conduct financial and claims processing audits of carriers and coordination of benefit provisions, specific individual claims data, reports or summaries shall not be released by the carrier to any party without the written consent of the individual insured employee or covered dependent.

ARTICLE 40

Employee Benefit Fund

§ 40.1 The State and UUP agree that they shall hereinafter enter into a contract to provide for the implementation of an employee benefit fund, in accordance with such terms as shall be jointly agreed upon by the parties and subject to the approval of the Comptroller, to be administered by UUP to provide certain health and welfare benefits for "employees" to be defined hereinafter.

§ 40.2 The State shall contribute an amount to the UUP Employee Benefit Fund which shall be the difference between the maximum payment per eligible employee as described below and the quarterly amount of the employee contribution to the benefit fund as required by 40.3 below. The State shall deposit in the employee benefit fund a maximum of $102.50 per employee for each quarter of the year beginning July 1, 1985 and ending June 30, 1986, $112.50 per employee for each quarter of the year beginning July 1, 1986 and ending June 30, 1987 and $122.50 per employee for each quarter of the year beginning July 1, 1987 and ending June 30, 1988; such amounts to be deposited as soon as practicable after the first day of each quarter.

§ 40.3 The amount of the employee contribution to the benefit fund will continue to the same extent as outlined in the Memorandum of Understanding between the State of New York and the United University Professions, dated December 13, 1983.

§ 40.4 To the extent such information is available, the employee benefit fund shall notify the State of any employee who is participating in the prescription drug plan provided by the employee benefit fund and who is not enrolled in any State health insurance plan although eligible to do so. Such employee shall contribute and the State shall deduct from any such employee's salary the amount described in Paragraph 40.3 above as indicated therein.

§ 40.5 Effective July 1, 1986, the prescription drug plan, provided by the employee benefit fund, shall require an enrollee co-payment of no less than $2.00.

§ 40.6 For the purpose of determining the amount to be deposited in accordance with Section 40.2 above, the number of employees shall be determined to be the number of employees on the payroll on the payroll date closest to 21 days before the first day of the quarter for which the deposit is to be made. In the case of persons in positions which are on an appointment cycle which does not place them on the payroll at such times, the parties shall agree upon a representative payroll period during the quarter to determine the number of such additional employees.

§ 40.7 For purposes of this Article, the term "employee" shall mean any person holding a position in this negotiating unit who is eligible for enrollment in the State Health Insurance Plan in accordance with the provisions contained in Part 73

of the Rules and Regulations of the Department of Civil Service (4 NYCRR Part 73). Notwithstanding the above, the portion of the contribution for dental coverage shall not be required for those employees who would otherwise have been ineligible for dental coverage under the dental insurance plan administered by the Department of Civil Service (employees holding appointments expected to last less than six months).

ARTICLE 41

Joint Committee on Health Benefits

§ 41.1 (a) The State and UUP agree to continue a Joint Committee on Health Benefits. The Committee shall consist of three representatives selected by UUP, and three representatives selected by the State.

(b) The State shall prepare, secure introduction and recommend passage of legislation for funds to support committee initiatives and to carry out the administrative responsibilities of the Joint Committee in the amount of $4.50 per eligible member for 1986-87 and $5.00 per eligible member for 1987-88.

§ 41.2 The Joint Committee shall work with appropriate State agencies in a review and oversight capacity. The Committee's areas of review and counsel may include, but are not limited to:

(a) Development of Health Benefit Communication Programs related to the consumption of health care services provided under the plan;

(b) Development of appropriate Health Insurance Training Programs;

(c) Development, in conjunction with the carriers, of descriptive literature and claim forms;

(d) The study of recurring subscriber complaints and recommendations for the resolution of those complaints.

(e) The investigation and examination of other successful programs involving wellness, cost containment and alternative health care delivery systems.

§ 41.3 The Joint Committee on Health Benefits shall work with appropriate State agencies to review and oversee the implementation of the new Empire Plan of insurance for University employees and the programs for pre-hospital admission review, concurrent psychiatric review and voluntary medical case management, to be implemented pursuant to Article 39.6, 39.7, 39.8 of this Agreement.

§ 41.4 The Joint Committee on Health Benefits shall provide review and counsel on the development of revised benefit booklets for the Empire Plan.

§ 41.5 The Joint Committee on Health Benefits shall meet within 14 days after a request to meet has been made by either side.

§ 41.6 The Joint Committee shall request administrative/technical assistance from appropriate State agencies and/or other sources deemed necessary and approved by the Joint Committee.

§ 41.7 The Joint Committee on Health Benefits shall establish methods and procedures for review of disputed medical claims.

§ 41.8 The Joint Committee shall implement a voluntary major medical pre-determination of benefit procedure.

§ 41.9 The State shall require that the insurance carriers for the State health insurance plan submit claims and experience data reports directly to the

Joint Committee on Health Benefits in the format and with such frequency as the Committee shall determine.

§ 41.10 The Joint Committee shall be provided with each carrier rate renewal request upon submission by each carrier and the Joint Committee shall be briefed in detail periodically by the State on the status of rate negotiations with each carrier.

§ 41.11 The Joint Committee shall establish a "hold harmless" mechanism whereby an employee or covered dependent will not be penalized for what the insurance carrier may consider as an "unnecessary" hospital stay or treatment when the employee or the covered dependent has merely followed the instructions of his or her physician.

ARTICLE 42

Professional Development and Quality of Working Life Committee

§ 42.1 For the term of this Agreement there shall be a Statewide Professional Development and Quality of Working Life Committee consisting of three representatives appointed by the State and three representatives appointed by UUP.

§ 42.2 The Committee shall:

a. Review, make recommendations and implement programs for professional development and training programs which will improve job performance and assist employees in developing their full professional potential and in preparing for advancement.

b. Review recommended programs and implement programs intended to enhance the quality of work life for employees in this unit, including but not limited

to such areas as Employee Assistance Programs and day care.

(1) The State shall prepare, secure introduction and recommend passage of legislation for appropriations in the amounts of $72,000 in each year of the Agreement for Employee Assistance Programs and $70,000 in each year of the Agreement for day care. The unexpended portions of each year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

c. Administer a Professional Development and Quality of Working Life Fund, such fund to be provided by the State in the amount of $1,000,000 in each year of the Agreement. One Hundred Fifty Thousand ($150,000) dollars of the second and third year's appropriations shall be available to be used during the life of the Agreement should these funds be needed by the Affirmative Action Committee described in Article 10.6. The unexpended portion of any year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

ARTICLE 43

Safety and Health Committee

§ 43.1 a. A joint State-UUP Safety and Health Committee shall be established consisting of three members appointed by the State and three members appointed by UUP to identify and review safety-related issues affecting employees and to recommend plans for the correction of such matters.

b. The committee shall study and make recommendations to the Director of the Governor's Office of Employee Relations and the President of United University Professions concerning the issues.

c. Recommendations made by the committee will not be binding on either the State or UUP, although they may form the basis for future negotiations and/or such agreements as the parties may enter into.

§ 43.2 The State shall prepare, secure introduction and recommend passage of legislation for an appropriation in the amount of $50,000 for each year of this Agreement for expenditure in accordance with the above stated purposes. The unexpended portion of each year's appropriation shall be carried over into the succeeding year and added to the appropriation for the succeeding year.

§ 43.3 a. All matters relating to safety and health shall also be considered appropriate matters for discussion and recommended resolution consistent with the Agreement by campus and university level labor-management committees. A labor-management committee or the State/UUP Safety and Health Committee considering a safety issue may refer the matter in whole or in part to a labor-management committee at any level or the State/UUP Safety and Health Committee for assistance in resolving the matter.

b. In recognition that safety is a work place issue which transcends negotiating units, the parties agree to foster a safety coalition involving all employee groups in the State to address common safety concerns.

ARTICLE 44

Promotion and Classification Study

§ 44.1 The State shall prepare, secure introduction and recommend passage by the Legislature of legislation to appropriate an amount equal to 1% of payroll in each of the second and third years of the Agreement to implement the recommendations of the Promotion and Classification Study conducted during the 1982-85 Agreement that are accepted in full or in modified form by the State.

§ 44.2 One million dollars ($1,000,000) in the second year of the Agreement and two million dollars ($2,000,000) in the third year of the Agreement of the amount described above will be apportioned for use by the Disparity Committee in recommendations described in Article 21 of this Agreement.

§ 44.3 The unexpended portion of the second year's appropriation mentioned in subdivision 1 above shall be carried over into the third year and added to the appropriation for the third year.

ARTICLE 45

Promotion and Compensation Committee

§ 45.1 A joint State-UUP Promotion and Compensation Committee shall be established consisting of three members appointed by the State and three members appointed by UUP. The joint committee shall be established within sixty days of the completion of the final report of the consultant performing the Promotion and Classification Study. The Com-

mittee shall meet regularly to be informed about and provide advice towards implementation of study results accepted in full or in modified form by the State.

ARTICLE 46

Savings Clause

§ 46.1 In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by a final decision of a tribunal of competent jurisdiction or shall be in conflict with a national policy of wages and prices or shall have the effect of a loss to the State of funds or property or services made available through Federal law then such specific article, section or portion specified in such decision or which is in such conflict or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event either party shall have the right to immediately reopen negotiations with respect to the article, section or portion of this Agreement involved. The parties agree to use their best efforts to avoid any situation which might threaten such loss, and to contest any action which might result in such a loss to the State.

ARTICLE 47

Management Rights

§ 47.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the State are retained by it.

ARTICLE 48

Conclusion of Collective Negotiations

§ 48.1 This Agreement is the entire agreement between the State and UUP, terminates all prior agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations.

ARTICLE 49

Legislative Action

§ 49.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 50

Duration

§ 50.1 This Agreement shall be effective on the date it is signed by the parties, but not earlier than July 1, 1985 and shall contiunue through June 30, 1988 except as specified otherwise in the Agreement or by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on May 12, 1986.

NEW YORK STATE
GOVERNOR'S OFFICE
OF EMPLOYEE RELATIONS

Thomas H. Hartnett
Director

Nancy L. Hodes
Executive Deputy Director

Jerry J. Dudak
Deputy Director

Maria Rita Rudden
Assistant Director an
Chief Negotiator

Joseph M. Bress
General Counsel

Negotiating Team:

Theodore G. Todorov
Robert E. Waters
Phyllis A. Volpe
Joyce Yaple Villa
Raymond Haines

Douglas Dales
John Cummings
John Shumaker
Thomas Clash

UNITED UNIVERSITY
PROFESSIONS

Nuala McGann Drescher
President

Samuel J. Livingston
Director of Staff

John M. Reilly
Chairperson,
Negotiating Team

Negotiating Team:

Edward J. Alfonsin
Morris Budin
Thomas A. Corigliano
Peter Kane
Paul Martin
Nina Mitchell
Janet Potter

APPENDIX A-1

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

In response to your inquiry, this will confirm that the Policies of the State University Board of Trustees are contained in the Official Compilation of Codes, Rules and Regulations of the State of New York.

Sincerely,

s/Thomas F. Hartnett

APPENDIX A-2

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm that the intent of Section 17.2 of the 1985-1988 collective agreement is to insure that a

College has each employee's current address and telephone number for purposes of communicating with the employee in connection with official College, University or State purposes. It is not our intent to make such information public, without an employee's consent, either by printing it in directories or by any other means.

Please sign the enclosed copy of this letter and return it to me for my records.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-3

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm that, in the negotiations for the 1985-88 collective agreement on the subject of parking, the State made the commitment that, subject to the results of reopened negotiations, existing free employee parking would not be converted to paid employee parking in the future.

In addition, both parties recognized that certain modifications to parking areas were currently in progress at several State University institutions and

that neither the new collective agreement nor the State's commitment respecting parking described in this letter would affect those modifications.

The parties recognized further, however, that to the extent modifications in progress impacted current parking, UUP would have the right to meet with representatives of the State to discuss alternatives to limit that impact, and that issues such as transportation and parking for the handicapped would be appropriate for such discussions.

Furthermore, this will confirm our mutual understanding that, when a college is considered the appropriate level for parking negotiations, such negotiations will involve the college president and the local UUP Chapter president or their respective representatives.

Finally, this will confirm our understanding that a parking fee, as referred to in Article 38, represents a charge for use of college parking facilities. A registration fee is a separate and distinct charge which represents the modest costs associated with implementing and maintaining a system for registering those motor vehicles operated on campus. Such costs generally include printing, distribution, fee collection, and record keeping.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-4

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

The State agrees to continue, for the duration of the 1985-1988 Agreement between the State and UUP, its established policy relating to waiver of tuition for employees of State University.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

S/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-5

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm that the sole obligation arising from the term "consultation" as defined in Article XI, Title A of the Policies of the State University Trustees shall be consideration by a College President of recommendations of academic or professional employees, including the committees, if any, of the

appropriate academic department or professional area, and other appropriate sources submitted to him/her in connection with appointment or reappointment of a specific employee.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-6

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

With respect to discretionary increases which are provided for in the 1985-88 Agreement, this will confirm that upon the request of a departmental or professional area committee established for the purpose of making recommendations to a College President concerning discretionary salary increases, the College President, or designee (who shall be a managerial/confidential employee), shall meet with the committee to discuss the criteria upon which the College President based his/her recommendations to the Chancellor for discretionary increases.

Further, it is our understanding that the University will provide UUP with the rosters of the employees who shall receive discretionary increases before payments are made.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-7

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm that, under provisions of Article 35.2 of the 1985-88 Agreement, temporary employees holding positions at a level of organization at which retrenchment will occur will be terminated before application of retrenchment to other employees at such level of organization.

With respect to the service exchange option described in Article 35.3.e, when the President or designee intends to request a waiver of the retrenched

employee's potential contract grievances or a discontinuance of pending contract grievances, the President or designee shall inform such employee of his or her ability to request union representation during any discussions concerning such waiver or discontinuance. Any such request for union representation shall be in writing and shall be directed to the President or designee. The President or designee may grant or deny such request in writing. When such employee is informed about all aspects of the service exchange proposal, such employee shall receive five calendar days to consider and review such service exchange proposal.

Any waiver or discontinuance signed by such employee as part of a service exchange agreement shall state that such employee:

1. has been informed about his or her ability to request union representation;
2. understands all conditions of the service exchange proposal; and
3. has received five calendar days to consider the service exchange proposal.

If a retrenched employee agrees to the service exchange proposal, such employee has the option to receive the service exchange payment in a lump sum or on the basis of bi-weekly checks.

Any employee utilizing the service exchange option who is re-employed by the State during the service exchange period shall refund that portion of the service exchange payment which equals the amount such employee would have earned as a University employee during the period commencing from the date of State re-employment to the date such employee was originally scheduled to leave the University payroll.

Please sign the enclosed copy of the letter and return it to me for my records.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-8

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm our mutual understanding that UUP representatives not employed at a College must give notice to a College President in connection with access under provisions of Article 24 of the 1985-1988 collective agreement.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-9

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

With respect to Article 7.5.c, this is to confirm our understanding that, although Step 3 reviews will be held on the record, a Step 3 meeting may be scheduled by mutual agreement between the State and UUP. If a Step 3 meeting is scheduled, it shall be held within 10 calendar days after receipt of the appeal.

This will confirm our understanding that subdivision 7.7.c of the Agreement is not intended to require the arbitrator to issue a written decision and award on the arbitrability of an issue in dispute before accepting the argument and evidence on the merits of such issue unless both the State and UUP agree to hold such separate hearings. In the event the arbitrator does proceed to accept argument and evidence on the merits of such issue but ultimately determines it is not arbitrable, the arbitrator's written decision and award concerning such issue shall be confined to arbitrability.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President
United University Professions

APPENDIX A-10

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm our mutual understanding that under provisions of Article 8.4, a College President shall personally meet with local UUP representatives at least once each semester to discuss matters of interest raised by either party, including those matters necessary to the implementation and administration of this Agreement which are local in nature.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-11

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm our mutual understanding that data provided to UUP by either the State or a College

President or designee pursuant to Articles 16 and 17 of the Agreement shall be in computer-readable form if it exists in that format and if it is requested in that format by UUP.

Notwithstanding the above, neither the State nor the College shall be required to provide data in a format requested by UUP if it does not already so exist in that format. Further, it is understood that nothing in this letter will require the State or the college to reprogram to meet a specific format request. Finally, should any additional costs be associated with providing the data in computer-readable form over and above what it currently costs the State or the college to provide the data, these costs will be borne by UUP.

Furthermore, this letter shall confirm that, where the State acts favorably on requests for information and data submitted by UUP pursuant to Article 17, the State shall encourage the campuses to act promptly in making such information available to UUP.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-12

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding that the attached State policy entitled "Leave for Pregnancy, Childbirth and Childcare" is applicable to members of the Professional Services Negotiating Unit.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

Leave for Pregnancy, Childbirth and Child Care
Professional Services Negotiating Unit

Pregnant employees may be asked or encouraged to report the existence of pregnancy, but they may not be required to do so. Where, in the opinion of the Chief Administrative Officer or designee, the nature of the duties performed may be particularly hazardous or burdensome during pregnancy, this should be pointed out in the letter of appointment and such employees should be urged to advise their supervisors of any pregnancy. In any case where the Chief Administrative Officer or designee believes the employee is unable to peform the duties of the position because of pregnancy, the employee may be

required to undergo a medical examination, at the expense of the campus, by a physician designated by the campus. A pregnant employee who is determined to be medically disabled from the performance of job duties must be treated the same as any other employee similarly disabled insofar as disability leave benefits are concerned.

Sick leave may be used only during a period of medical disability. Under this policy, disabilities arising from pregnancy or childbirth are treated the same as other disabilities in terms of eligibility for or entitlement to sick leave with and/or without pay and extended sick leave. Generally, the period of such disability is deemed to commence approximately four weeks prior to delivery and to continue for six weeks following delivery. While doctor's certificates may be required for any period of disability, campuses should request detailed medical documentation whenever disability is claimed to commence prior to or to extend beyond the period of disability described above.

A Chief Administrative Officer or designee may approve an employee's request for leave without pay during pregnancy and prior to the onset of any medical disability as a matter of discretion. Absences during pregnancy and following childbirth may be charged to vacation, irrespective of whether the employee is disabled. While the use of annual leave prior to the onset of medical disability is discretionary with the Chief Administrative Officer, employees must be permitted to use these accruals during a period of medical disability after sick leave with pay has been exhausted.

Employees, regardless of sex, are entitled to leave without pay for child care for up to seven months

following the date of delivery.' For purposes of computing the seven month period of mandatory leave, periods during which the employee was absent for "disability" or use of leave credits are included: the mandatory seven month period is not extended by the granting of disability leave or the use of accrued leave. During a period of leave for child care employees shall be permitted, upon request, to use annual leave before being granted leave without pay. As is the case with other mandatory leaves without pay (e.g., military leave), the University shall not require that employees exhaust all appropriate leave credits prior to being granted leave without pay for child care. Sick leave may be used only during a period of medical disability. Except in the case of continuing medical disability, any leave of absence beyond the seventh month following childbirth shall be at the discretion of the Chief Administrative Officer. An employee who requests a leave for child care of less than seven months is entitled to have such leave extended, upon request, up to the seven month maximum and may at the discretion of the Chief Administrative Officer or designee, have such leave extended beyond the seventh month. In certain situations, an employee may not be permitted to return from such leave until the expiration of the period that such employee requested and was granted. Generally, such restrictions on early return are limited to situations where such return would be disruptive of a project or where the termination of a replacement would occur.

During the seven month period following childbirth, the granting of leave for child care is mandatory upon request from either parent. If both parents are State employees, leave for child care is

manadatory for one parent at a time and the parents may elect to split the mandatory seven month leave into two separate blocks of leave with each parent entitled to one continuous period of leave but not to exceed a combined total of seven months of leave and not to extend beyond seven months from the date of delivery.

Campuses may, in their discretion, approve other arrangements for shared leave including concurrent leave and may, as a matter of discretion, extend leave for child care beyond the mandatory seven months.

Furthermore, while one parent is absent on leave for child care, campuses continue to have the discretion to approve requests from the other parent for periods of vacation, pursuant to Paragraph 23.2(d) of the 1985-1988 Agreement between the State of New York and United University Professions.

Temporary and probationary employees without any permanent status are entitled to leave with full pay and/or without pay as described above. However, these employees are not eligible for leave beyond that date when their employment would otherwise terminate. In general, the State's policy on leave for pregnancy, childbirth and child care shall not be construed to require extension of any employment beyond the time it would otherwise terminate.

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[1] In cases of legal adoption under Article 7 of the Domestic Relations Law leave for child-rearing purposes shall be granted where the adoptive child is required to reside with the adoptive parents for at least six months prior to an order of adoption being

made. In such cases leave for child-rearing purposes shall be granted for six months commencing from the date the adoptive child begins actual full-time residence with the adoptive parents. Additional leave for child-rearing purposes may be granted in the discretion of the Chief Administrative Officer: provided, however, child-rearing leave shall not exceed a period of two years cumulatively.

APPENDIX A-13

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

In developing supplementary guidelines for expending clinical practice income, the Governing Boards of clinical practice management plans may be guided by Appendix II of the January 3, 1974 Agreement between the State and the Senate Professional Association, Inc. (predecessor in interest to UUP). Any supplementary guidelines which are developed, however, must be consistent with the requirements contained in Section 4 of Article XVI of the Policies of the Board of Trustees.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-14

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding that the management of clinical practice income is an appropriate subject to collective negotiations. Accordingly, no change shall be made in the Trustees' Article XVI without prior negotiation with the certified representative of employees in the Professional Services Negotiating Unit.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-15

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm our mutual understanding that employees assigned at least one-half of a full

professional obligation as determined by the College President, or designee, shall be eligible to receive the benefits provided for under Article 39. The FTE value assigned to a position may be only one of a number of factors considered in determining such eligibility.

In addition, grievances concerning eligibility for the benefits provided for under Article 39 shall receive expedited treatment at Step 2 of the Grievance Procedure.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-16

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding with respect to Article 33 reviews of continuing or permanent appointment decisions. In those campuses where there are two academic review committees beyond the initial academic review committee, a positive decision by the initial academic review committee and a positive decision by either of the two

subsequent academic review committees shall entitle the employee to a review pursuant to paragraph 3(a) (1) (C) of Article 33.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-17

The procedural steps of the Policies of the Board of Trustees regarding evaluation of professional employees are as follows:

"Section 4 — Evaluation

(a) Each professional employee in the Professional Services Negotiating Unit shall have his performance evaluated by his immediate supervisor formally, in writing, once each year during the term of appointment and as changing conditions warrant, except where the employee is serving his final year in the University following notice of nonrenewal. Such evaluation shall be based on a performance program determined by the immediate supervisor after consultation with the employee, a copy of which shall be given to the employee.

(b) Performance shall be characterized, in summary, as either satisfactory or unsatisfactory. A professional employee whose performance is characterized as "unsatisfactory" in a written report

resulting from a formal evaluation may seek review of such report by the appropriate professional staff committee established for such purpose."

APPENDIX A-18
CATEGORIES OF SIMILAR COLLEGES
UNIVERSITY CENTERS

State University at Albany
State University at Binghamton
State University at Buffalo
State University at Stony Brook

COLLEGES OF ARTS AND SCIENCE AND SPECIALIZED COLLEGES

College at Brockport
College at Buffalo
College at Cortland
Empire State College
College at Fredonia
College at Geneseo
College at New Paltz
College at Old Westbury
College at Oneonta
College at Oswego
College at Plattsburgh
College at Potsdam
College at Purchase
College of Environmental Science and Forestry at Syracuse
Maritime College at Fort Schuyler
College of Technology at Utica/Rome
SUNY Central Administration

COLLEGES AND CENTERS FOR THE HEALTH SCIENCES

College of Optometry at New York City
Health Sciences Center at Buffalo
Health Sciences Center at Brooklyn
Health Sciences Center at Stony Brook
Health Sciences Center at Syracuse

AGRICULTURAL AND TECHNICAL COLLEGES

College at Alfred
College at Canton
College at Cobleskill
College at Delhi
College at Farmingdale
College at Morrisville

APPENDIX A-19

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm our agreement with respect to housing and meal charges. The following shall apply to employees represented by UUP:

1. Increases in current meal charges and housing charges as provided in Parts 137.1 and 137.2 of the Budget Director's Rules for employees in the Professional Services Negotiating Unit to be applied as follows:

Meals

7/1/86 - 35% increase on rates in effect on 6/30/86
7/1/87 - 17.5% increase on rates in effect on 6/30/87

Housing

7/1/86 - 30% increase on rates in effect on 6/30/86
7/1/87 - 15% increase on rates in effect on 6/30/87

2. The parties shall develop an indexing formula for subsequent automatic adjustments to these rates to be applied on July 1 of each year commencing with July 1, 1988.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-20

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding that the College President shall designate Washington's and

Lincoln's Birthdays as the holidays which are to float, except when these holidays occur when the College is not in session. The alternate holidays which may be floated in those cases would be Veterans' Day or Columbus Day.

Furthermore, the College President shall schedule the Day after Thanksgiving as an alternate date for the observance of a holiday.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-21

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This will confirm our mutual understanding that a joint State-UUP committee shall be established to discuss the effect and provisions of the Fair Labor Standards Act where it is determined to be applicable to employees of the unit.

The Committee shall consist of four representatives appointed by the State and four representatives appointed by UUP.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-22

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding that part-time professional services negotiating unit employees who have served eight consecutive semesters (not counting summer sessions) of service by July 1, 1986, and who continue to serve consecutive semesters in the fall and spring of academic year 1986-87 shall be considered for part-time term appointments to begin fall of 1987.

Those part-time professional services negotiating unit employees who have served eight consecutive semesters (not counting summer sessions) of service by July 1, 1987 and who continue to serve in the fall of 1987 shall be considered for part-time term appointments to begin spring of 1988.

Furthermore, this will confirm our understanding that subsection 30.4 of the Agreement also applies to

part-time employees, who receive term appointments pursuant to Article XI, Title D of the Policies of the Board of Trustees.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-23

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our mutual understanding that the Disparity Committee will issue the initial written notification to any employee receiving a salary adjustment as a result of a Disparity Committee recommendation.

Please sign the enclosed copy of this letter and return it to me for my records.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-24

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our mutual understanding that employees in professional ranks 1-3 working regularly scheduled shifts in the titles and services on the following list shall be eligible for recall pay as provided in Article 20.11 of the Agreement. An employee in professional rank 4 in any of the above services will be eligible for recall pay provided the employee is entitled to overtime payments under the Fair Labor Standards Act.

Upon mutual agreement between the State and UUP, changes to the titles on the above list may be made; provided however that matters of reclassification and carrying out mandates of Federal Law with respect to the Fair Labor Standards Act shall not be subject to approval by UUP.

Clinical Laboratories

Technical Specialist
Technical Assistant

Histocompatibility

Teaching Hospital Transplant Coordinator
Teaching Hospital Assistant Administrator
Technical Specialist

Open Heart Perfusion

Chief Perfusionist
Technical Specialist
Technical Assistant

Respiratory Therapy

Technical Specialist
Technical Assistant
Teaching Hospital Respiratory Therapist

Radiology

Technical Specialist
Technical Assistant

Anesthesia

Technical Specialist

Pharmacy

Technical Specialist
Technical Assistant

Operating Room

Technical Specialist
Technical Assistant
Assistant Nursing Director
Associate Nursing Director

Biomedical Engineering

Technical Specialist
Technical Assistant

Social Work

Teaching Hospital Social Worker I
Teaching Hospital Social Worker II

Please sign the enclosed copy of this letter and return it to me for my records.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-25

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our mutual understanding that joint labor-management committees at the college level may develop mutually acceptable variants of the

Albany Plan concerning internal promotions for professional employees at PR1, PR2 and PR3 levels. The members of such committees will be selected by the respective College President and local UUP Chapter President. The plans so developed will be implemented on an experimental basis.

As part of these pilot projects, these committees will establish affirmative action standards, identify exempt titles, if any, and develop other college specific features of the respective plan. If a college's committee cannot agree on a plan, the Albany Plan will be implemented at such college on an experimental basis.

These experimental programs shall commence on January 1, 1987 and end on December 31, 1987. Individual colleges may implement their respective plans prior to January 1, 1987 if the local committee agrees. The experimental period may be extended beyond December 31, 1987 by mutual agreement at the college level.

Immediately subsequent to December 31, 1987, the State and UUP shall evaluate each college plan. These experimental plans to which the State and UUP mutually agree shall continue.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-26

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding that the Solicited Letter Committee for its travel and other expenses may have access to the Professional Development and Quality of Working Life Funds.

Please sign the enclosed copy of this letter and send it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-27

Dr. Nuala McGann Drescher
President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

Article 41 of the 1985-88 Agreement between New York State and the United University Professions provides for funding to support activities of the State/UUP Joint Committee on Health Benefits in amounts

of $4.50 per eligible member for 1986-87 and $5.00 per eligible member for 1987-88.

The Comptroller requires a formal agreement on how these funds will be allocated in order to approve their disbursement. Therefore, the State and UUP agree that these appropriations will be allocated to fund either activities of the State or UUP, which directly support the responsibilities of the Joint Committee. In no case, however, will more than 50% of these appropriations be allocated either to the State or UUP, individually.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-28

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This letter shall confirm that a disciplinary grievance shall be regarded as filed even if it does not contain a copy of the Notice of Discipline, required by Subdivision 19.4(c). However, such grievance shall not be reviewed unless all of the information

required by the grievance form or otherwise required by grievance steps of Article 19 has been provided.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-29

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding with respect to the treatment of funds pursuant to Articles 21 and 44 of the Agreement. Pursuant to Article 44, the State will seek the appropriation of a total amount equal to 1% of payroll in each of the second and third years of the Agreement. Pursuant to Article 21, the State will allocate from this fund one million dollars ($1,000,000) in the second year and two million dollars ($2,000,000) in the third year of the Agreement for the purpose of Disparity Committee recommended awards.

Further, any unexpended or uncommitted balance of the appropriation made pursuant to Article 44 shall roll over to the Disparity Committee by May 15, 1988.

During the term of the Agreement but before May 15, 1988 the parties shall meet to discuss the appropriate roll over amounts between the two committees.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-30

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm our understanding that employees in the professional services negotiating unit shall be covered by the provisions of Section 19 of the Public Officers Law during the term of the 1985-88 Agreement.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions

APPENDIX A-31

Dr. Nuala McGann Drescher, President
United University Professions
159 Wolf Road
Albany, New York 12205

Dear Dr. Drescher:

This is to confirm the following understanding regarding the implementation of the Empire Plan for employees in the Professional Services Negotiating Unit (PSNU).

1. A 30 day option transfer period will be provided upon ratification of the Agreement between the State and UUP in order that PSNU employees can make a decision on coverage under the Empire Plan or coverage through an alternative HMO located in their area of residence. The targeted effective date of coverage under the Empire Plan is June 1, 1986. Therefore the most appropriate option transfer period would occur during the month of May. Should ratification occur after May 1, the State will provide a 30 day option transfer period beginning immediately after ratification.

Any Statewide Plan or GHI enrollee who does not request a change in coverage to an alternative HMO will automatically change to Empire Plan coverage effective June 1, 1986. Also, HMO enrollees who do not request a change in coverage to the Empire Plan, will continue their enrollment in the HMO as of June 1, 1986.

Any Statewide Plan, GHI or HMO enrollee who requests a change in option prior to June 1, 1986 will have their coverage changed effective June 1, 1986. Should the option transfer period extend beyond June 1, 1986, enrollees requesting a change in option after

June 1, 1986 will be assigned an effective date of coverage under the new option as of the first day of the payroll period following their request for option change.

2. The Empire Plan annual deductible will be $150. Any carry over deductible expenses incurred for the last quarter of 1985 and any deductible for expenses incurred in 1986 by Statewide Plan or GHI enrollees will be carried over and applied toward the required Empire Plan deductible.

Please sign the enclosed copy of this letter and return it to me for my files.

Sincerely,

s/Thomas F. Hartnett

s/Nuala McGann Drescher, President

United University Professions